

# EXHIBIT A

[Skip to Main Content](#) [Logout My Account](#) [Search Menu](#) [New Civil Search](#) [Refine Search](#) [Back](#)
Location : Fort Bend [Images](#) [Help](#)**REGISTER OF ACTIONS****CASE NO. 16-DCV-237779**

**Leroy & Erika Franklin, Jr. vs. Seterus, Inc., Bank of America and Federal** §  
**National Mortgage Association, A/K/A Fannie Mae** §  
 §  
 §  
 §

Case Type: **Contract - Other Contract**  
 Date Filed: **12/14/2016**  
 Location: **240th District Court**

**PARTY INFORMATION**

**Defendant or** **Bank of America Mortgage**  
**Respondent** Addison, TX 75001

**Attorneys**

**Defendant or** **Seterus, Inc.**  
**Respondent** Dallas, TX 75201-3136

**Plaintiff or** **Franklin, Erika**  
**Petitioner**

**Byron Keith Watson**  
*Retained*  
 713-771-8777(W)

**Plaintiff or** **Franklin, Leroy N, Jr**  
**Petitioner** Richmond, TX 77469

**Byron Keith Watson**  
*Retained*  
 713-771-8777(W)

**EVENTS & ORDERS OF THE COURT****OTHER EVENTS AND HEARINGS**

12/14/2016	<a href="#">Docket Sheet</a> Docket Sheet	
12/14/2016	<a href="#">Petition</a> <b>Doc ID# 1</b> Plaintiffs' Original Petition and Application for Temporary Restraining Order	
12/14/2016	<a href="#">Case Information Sheet</a> Civil Case Information Sheet	
12/14/2016	<a href="#">Request</a> <b>Doc ID# 2</b> Request for Process	
12/15/2016	<a href="#">No Fee Documents</a> <b>Doc ID# 3</b> Plaintiff's TRO Exhibit List	
12/16/2016	<a href="#">Temporary Restraining Order</a> <b>Doc ID# 4</b> Temporary Restraining Order & Order Setting Hearing for Preliminary Injunction (Denied)	
12/16/2016	<a href="#">Amended Filing</a> <b>Doc ID# 5</b> Amended Petition & Application for Temporary Restraining Order	
12/16/2016	<a href="#">Proposed Order</a> <b>Doc ID# 6</b> Temporary Restraining Order & Order Setting Hearing for Preliminary Injunction (Returned Unsigned 12-20-16)	
12/20/2016	<b>Temporary Restraining Order Hearing</b> (1:00 PM) (Judicial Officer Bridges, Chad) Temporary Restraining Order and Order Setting Hearing for Preliminary Injunction.	
12/21/2016	<a href="#">Request</a> <b>Doc ID# 7</b> Request For Process	
12/22/2016	<a href="#">Temporary Restraining Order</a> <b>Doc ID# 8</b> Temporary Restraining Order & Order Setting Hearing for Preliminary Injunction	
12/22/2016	<a href="#">Issuance</a> <b>Doc ID# 9</b> Citation Issued to Bank of America Mortgage	
12/22/2016	<b>Citation</b> Hold for Attorney Pick Up Bank of America Mortgage	Unservd
12/22/2016	<a href="#">Issuance</a> <b>Doc ID# 10</b> Citation Issued to Seterus, Inc.	
12/22/2016	<b>Citation</b> Hold for Attorney Pick Up Seterus, Inc.	Unservd
12/28/2016	<a href="#">Issuance - TRO/INJ/Show Cause Issued</a> <b>Doc ID# 11</b> TRO Issued to Seterus Inc.	
12/28/2016	<b>Temporary Restraining Orders</b> Atty Box Seterus, Inc.	Unservd
12/28/2016	<a href="#">Issuance - TRO/INJ/Show Cause Issued</a> <b>Doc ID# 12</b> TRO Issued to Bank of America Mortgage	
12/28/2016	<b>Temporary Restraining Orders</b> Atty Box Bank of America Mortgage	Unservd
12/28/2016	<a href="#">Letters</a> Attachment Letter	
01/03/2017	<b>Temporary Injunction Hearing</b> (9:00 AM) (Judicial Officer Bridges, Chad)	

## FINANCIAL INFORMATION

<b>Plaintiff or Petitioner</b> Franklin, Leroy N, Jr			
Total Financial Assessment			387.00
Total Payments and Credits			387.00
<b>Balance Due as of 01/02/2017</b>			<b>0.00</b>
12/14/2016	Transaction Assessment		313.00
12/14/2016	E-filing	Receipt # 2016-70596-DCLK	(313.00)
12/16/2016	Transaction Assessment		2.00
12/16/2016	E-filing	Receipt # 2016-70917-DCLK	(2.00)
12/16/2016	Transaction Assessment		2.00
12/16/2016	E-filing	Receipt # 2016-71079-DCLK	(2.00)
12/21/2016	Transaction Assessment		2.00
12/21/2016	E-filing	Receipt # 2016-71767-DCLK	(2.00)
12/21/2016	Transaction Assessment		68.00
12/21/2016	E-filing	Receipt # 2016-71846-DCLK	(68.00)

# EXHIBIT B



# EXHIBIT B-1

CAUSE NUMBER (FOR CLERK USE ONLY):

16-DCV-237779

COURT (FOR CLERK USE ONLY):

STYLED Leroy Franklin v. Seterus, INC., & Bank of America

(e.g., John Smith v. All American Insurance Co; In re Mary Ann Jones; In the Matter of the Estate of George Jackson)

A civil case information sheet must be completed and submitted when an original petition or application is filed to initiate a new civil, family law, probate, or mental health case or when a post-judgment petition for modification or motion for enforcement is filed in a family law case. The information should be the best available at the time of filing.

<b>1. Contact information for person completing case information sheet:</b> Name: <u>Byron Keith Watson</u> Email: <u>Bkwlaw@msn.com</u> Address: <u>7322 SW Freeway, Suite 580</u> Telephone: <u>713-995-4681</u> City/State/Zip: <u>Houston, TX 77074</u> Fax: <u>713-995-4685</u> Signature: <u>[Signature]</u> State Bar No: <u>20933600</u> [Attach additional page as necessary to list all parties]		<b>Names of parties in case:</b> Plaintiff(s)/Petitioner(s): <u>Leroy Franklin</u> Defendant(s)/Respondent(s): <u>Seterus, INC.</u> <u>Bank of America</u>		<b>Person or entity completing sheet is:</b> <input checked="" type="checkbox"/> Attorney for Plaintiff/Petitioner <input type="checkbox"/> Pro Se Plaintiff/Petitioner <input type="checkbox"/> Title IV-D Agency <input type="checkbox"/> Other: _____ <b>Additional Parties in Child Support Case:</b> Custodial Parent: _____ Non-Custodial Parent: _____ Presumed Father: _____					
<b>2. Indicate case type, or identify the most important issue in the case (select only 1):</b>									
<b>Contract</b> <input type="checkbox"/> Debt/Contract <input type="checkbox"/> Consumer/DTPA <input checked="" type="checkbox"/> Debt/Contract <input type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Other Debt/Contract: <b>Foreclosure</b> <input type="checkbox"/> Home Equity—Expedited <input type="checkbox"/> Other Foreclosure <input type="checkbox"/> Franchise <input type="checkbox"/> Insurance <input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Non-Competition <input type="checkbox"/> Partnership <input type="checkbox"/> Other Contract:		<b>Injury or Damage</b> <input type="checkbox"/> Assault/Battery <input type="checkbox"/> Construction <input type="checkbox"/> Defamation <b>Malpractice</b> <input type="checkbox"/> Accounting <input type="checkbox"/> Legal <input type="checkbox"/> Medical <input type="checkbox"/> Other Professional Liability: <input type="checkbox"/> Motor Vehicle Accident <input type="checkbox"/> Premises <b>Product Liability</b> <input type="checkbox"/> Asbestos/Silica <input type="checkbox"/> Other Product Liability List Product: <input type="checkbox"/> Other Injury or Damage:		<b>Real Property</b> <input type="checkbox"/> Eminent Domain/Condemnation <input type="checkbox"/> Partition <input type="checkbox"/> Quiet Title <input type="checkbox"/> Trespass to Try Title <input type="checkbox"/> Other Property: <b>Related to Criminal Matters</b> <input type="checkbox"/> Expunction <input type="checkbox"/> Judgment Nisi <input type="checkbox"/> Non-Disclosure <input type="checkbox"/> Seizure/Forfeiture <input type="checkbox"/> Writ of Habeas Corpus—Pre-indictment <input type="checkbox"/> Other:		<b>Marriage Relationship</b> <input type="checkbox"/> Annulment <input type="checkbox"/> Declare Marriage Void <b>Divorce</b> <input type="checkbox"/> With Children <input type="checkbox"/> No Children <b>Other Family Law</b> <input type="checkbox"/> Enforce Foreign Judgment <input type="checkbox"/> Habeas Corpus <input type="checkbox"/> Name Change <input type="checkbox"/> Protective Order <input type="checkbox"/> Removal of Disabilities of Minority <input type="checkbox"/> Other:		<b>Post-judgment Actions (non-Title IV-D)</b> <input type="checkbox"/> Enforcement <input type="checkbox"/> Modification—Custody <input type="checkbox"/> Modification—Other <b>Title IV-D</b> <input type="checkbox"/> Enforcement/Modification <input type="checkbox"/> Paternity <input type="checkbox"/> Reciprocity (UIFSA) <input type="checkbox"/> Support Order <b>Parent-Child Relationship</b> <input type="checkbox"/> Adoption/Adoption with Termination <input type="checkbox"/> Child Protection <input type="checkbox"/> Child Support <input type="checkbox"/> Custody or Visitation <input type="checkbox"/> Gestational Parenting <input type="checkbox"/> Grandparent Access <input type="checkbox"/> Parentage/Paternity <input type="checkbox"/> Termination of Parental Rights <input type="checkbox"/> Other Parent-Child:	
<b>Employment</b> <input type="checkbox"/> Discrimination <input type="checkbox"/> Retaliation <input type="checkbox"/> Termination <input type="checkbox"/> Workers' Compensation <input type="checkbox"/> Other Employment:		<b>Other Civil</b> <input type="checkbox"/> Administrative Appeal <input type="checkbox"/> Antitrust/Unfair Competition <input type="checkbox"/> Code Violations <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Intellectual Property <input type="checkbox"/> Lawyer Discipline <input type="checkbox"/> Perpetuate Testimony <input type="checkbox"/> Securities/Stock <input type="checkbox"/> Tortious Interference <input type="checkbox"/> Other:							
<b>Tax</b> <input type="checkbox"/> Tax Appraisal <input type="checkbox"/> Tax Delinquency <input type="checkbox"/> Other Tax		<b>Probate &amp; Mental Health</b> <b>Probate/Wills/Intestate Administration</b> <input type="checkbox"/> Dependent Administration <input type="checkbox"/> Independent Administration <input type="checkbox"/> Other Estate Proceedings <input type="checkbox"/> Guardianship—Adult <input type="checkbox"/> Guardianship—Minor <input type="checkbox"/> Mental Health <input type="checkbox"/> Other:							
<b>3. Indicate procedure or remedy, if applicable (may select more than 1):</b>									
<input type="checkbox"/> Appeal from Municipal or Justice Court <input type="checkbox"/> Arbitration-related <input type="checkbox"/> Attachment <input type="checkbox"/> Bill of Review <input type="checkbox"/> Certiorari <input type="checkbox"/> Class Action		<input type="checkbox"/> Declaratory Judgment <input type="checkbox"/> Garnishment <input type="checkbox"/> Interpleader <input type="checkbox"/> License <input type="checkbox"/> Mandamus <input type="checkbox"/> Post-judgment		<input type="checkbox"/> Prejudgment Remedy <input type="checkbox"/> Protective Order <input type="checkbox"/> Receiver <input type="checkbox"/> Sequestration <input checked="" type="checkbox"/> Temporary Restraining Order/Injunction <input type="checkbox"/> Turnover					
<b>4. Indicate damages sought (do not select if it is a family law case):</b>									
<input type="checkbox"/> Less than \$100,000, including damages of any kind, penalties, costs, expenses, pre-judgment interest, and attorney fees <input type="checkbox"/> Less than \$100,000 and non-monetary relief <input type="checkbox"/> Over \$100,000 but not more than \$200,000 <input checked="" type="checkbox"/> Over \$200,000 but not more than \$1,000,000 <input type="checkbox"/> Over \$1,000,000									

# EXHIBIT B-2



16-DCV-237779  
CAUSE NO. \_\_\_\_\_

LEROY & ERIKA FRANKLIN, JR.

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§  
§

IN THE DISTRICT COURT

Vs.

FT BEND COUNTY, TX

SETERUS, INC., BANK OF AMERICA  
And FEDERAL NATIONAL MORTGAGE  
ASSOCIATION, A/K/A FANNIE MAE

Fort Bend County - 240th Judicial District Court

\_\_\_\_ DISTRICT COURT

**PLAINTIFFS' ORIGINAL PETITION  
& APPLICATION FOR TEMPORARY RESTRAINING ORDER**

A. Discovery Control Plan

1. Plaintiff intends to conduct discovery under Level 2 of Texas Rule of Civil Procedure 190.

B. Parties

2. Plaintiffs are LEROY N. FRANKLIN, JR. and ERIKA FRANKLIN. Plaintiffs are the owners of the property the subject of this lawsuit and reside at [REDACTED]

3. Defendant SETERUS, INC. is the loan service provider for Plaintiffs' mortgage company and may be served with this citation and injunction through their registered agent for service, CT Corp. Systems, 1999 Bryan Street, Suite 900, Dallas, Texas 75201-3136.

Defendant BANK OF AMERICA is the mortgagor of said promissory note which is attached to the property the subject of this suit and may be served with citation and this petition by serving either their registered agent for service, CT Corp. Systems, 1999 Bryan Street, Suite 900, Dallas, Texas 75201-3136 or by serving their local attorneys, BARRETT DAFFIN FRAPPIER TURNER & ENGEL, L.L.P., 4004 Belt Line Road, Suite 100, Addison, Texas 75001.

C. Facts

4. Plaintiffs with the assistance of Defendant Bank of America built their home located at 5827 Sagamore Bay Lane, Richmond, Fort Bend County, Texas on or About November 3, 2003. Defendant was the primary source of funding for said home and Plaintiffs secured said funding by delivering to said Defendant a promissory note and deed of trust securing the mortgage with a first lien on said property. Said Deed of Trust is filed with the clerk of the records for Fort Bend County, Texas. The original Deed of Trust and promissory note executed by Plaintiffs securing payment of the indebtedness was in the original principal amount of \$349,000.00. The promissory note called for the Plaintiffs to pay monthly notes on said property in the amount of \$1,847.58, with the first being due and payable on or about January 1, 2003 and a like payment due and payable each and every month thereafter until 360 payments were made or until the principal amount of the note was paid in full. The monthly payment was the principal and interest for the promissory note and did not include an escrow account to pay property taxes and insurance. Plaintiffs have always maintained their right to pay their property taxes and insurance and have consistently without fail paid their taxes and insurance every year.

Defendant Seterus was contracted by Defendant Bank of America to be the mortgage servicing provider for the Plaintiffs loan. Seterus communicated often with the Plaintiffs that they are the service provider for the mortgage company and constantly informed the Plaintiffs that they were putting an escrow account on the Plaintiffs mortgage despite the protests and objections by the Plaintiffs. Plaintiffs

informed Defendant Seterus they do not need or want an escrow account and complied with all requests by said Defendant indicating prompt payment of the insurance and taxes for said property. Despite showing the Defendant Seterus proof of payments for both taxes and insurance for every year requested, Defendant Seterus continued without fail to place an escrow account on the Plaintiffs' and increased the Plaintiffs' monthly obligations beyond what the Plaintiffs originally contracted for and were willing to do since they had complied with all of the requirements of the original promissory note.

Defendant Seterus began in 2014 refusing to accept the monthly payments of the Plaintiffs which caused great consternation amongst the Plaintiffs and emotional distress because the Plaintiffs were constantly receiving correspondence from the Defendant Seterus stating they were going to foreclose on their home despite the fact that the Plaintiffs were paying the agreed upon monthly note. Plaintiffs had to contact an attorney to help in ensuring that their home was not foreclosed and said attorney has been corresponding with Defendant Seterus since February 2014 concerning the taxes and insurance for said home. Plaintiffs' attorney has corresponded with the Defendant Seterus and their attorneys concerning the violation of Plaintiffs' rights concerning their mortgage. Plaintiffs continued to make payments as per their contract and Defendant accepted some payments and returned others.

Defendant has now scheduled for the Plaintiffs' home to be sold at a foreclosure auction on or about January 3, 2017 on the courtsteps of the county courthouse. A copy of Plaintiffs' Exhibit A details the Notice of Acceleration and

Notice of Substitute Trustee Sale. A Copy of Exhibit B details the payments from Plaintiffs that were returned by the Defendant Seterus because they were refused as being non-compliant. A Copy of Exhibit C details Plaintiffs' attorneys contacting the Defendant Seterus indicating this pending action if they do not cease and desist from this illegal action. A copy of Exhibit D is the Defendant Seterus attorney contacting the Plaintiffs' attorney acknowledging receipt of correspondence demanding cease and desist of Defendant Seterus' actions. Defendant Seterus as the mortgage service provider are not performing their obligations by not allowing the Plaintiffs to remain in their home as promised by the note securing the deed on the Plaintiffs' home. Specifically, by continuing with the forced sale of the Plaintiffs' home, Defendant Seterus is causing Plaintiffs to lose their rights and interest in said home without any valid justification. This is causing Plaintiffs irreparable harm if this sale of said home is allowed to continue. Plaintiffs and their attorneys tried to converse with Defendant Seterus in reference to this matter, but to no avail. Defendant Seterus has no justification for attempting to foreclose on Plaintiffs' home and will be in violation of the property code under the laws of the State of Texas.

Despite Plaintiffs' protestations to Defendant Seterus that there was no default in the Plaintiffs' obligations sufficient to justify foreclosing on Plaintiffs' home, Defendant Seterus has caused a Substitute Trustee Sell of Plaintiffs' home and caused irreparable harm and loss to the Plaintiffs because of the inability of the Plaintiffs to peaceably enjoy their home if it is foreclosed and sold. Plaintiffs will suffer irreparable harm and unless the Defendant Seterus is restrained and

enjoined, Plaintiffs will suffer injury because Defendant has already forcibly locked the Plaintiff out of its business premises once without justification.

The Texas Property Code provides that the Plaintiffs *shall* have the right to possess and use and enjoyment of their home without being deprived of it by wrongful foreclosures by Defendant Seterus. By Defendant Seterus' failure to accept Plaintiffs' payments and properly give the Plaintiffs credit for payments or demand for whatever reason to place an escrow account on the Plaintiffs even though they have paid their obligations in accordance with the Texas Property Code, they have interfered with both the Plaintiffs' rights and duty to possess, use and enjoy their property. Further, Defendant Seterus' attempt to foreclose and sale Plaintiffs' property is directly obstructing Plaintiffs' use and enjoyment of their property.

#### **BREACH OF CONTRACT**

Plaintiffs plead for recovery under the doctrine of breach of contract. As the facts stated hereinabove, the Defendant Seterus had a legal obligation to properly service Plaintiffs mortgage and only require monthly obligations as contracted for by the Plaintiffs on Plaintiffs' home. The Defendant breached their obligations owed to the Plaintiffs by virtue of the mortgage deed of trust and promissory note in violation of the Texas Property Code. Plaintiffs herenow sue for those breaches and seeks unliquidated damages in an amount that is within the jurisdictional limits of the court.

Defendant's non-performance constitutes a breach of the agreement of the parties. As a result of the Defendant's breach, it is probable Plaintiffs will recover



from Defendants after trial on the merits because Defendant failed to adhere to the Texas Property Code and violated the terms of the promissory note and deed of trust agreements they entered into with Plaintiffs. Plaintiffs are entitled to recover reasonable and necessary attorney fees under Texas Civil Practice & Remedies Code Chapter 38.001(8) (Vernon 1986) because this is a suit for a claim of breach of contract and conversion listed in Section 38.001(8).

#### **D. CONDITIONS PRECEDENT**

All conditions precedent have been performed or have occurred by the Plaintiffs and Plaintiffs are ready, willing and able to perform each and every obligation imposed by the promissory note and deed of trust and to perform such acts as the Court deems necessary. Plaintiffs will show that there is no adequate remedy at law that is clear and adequate to protect Plaintiffs' property interest against such forced sale of foreclosure by the Defendant and the Plaintiffs are seeking for this Court to allow them to avoid the Substitute Trustee Sale of their home if the Defendant Seterus does not perform their obligations and cancel this sale.

#### **E. CONVERSION**

5. In the alternative to other counts, Plaintiffs plead for recovery under the doctrine of promissory estoppel. Defendant made a promise under the terms of their note and deed of trust, and it was foreseeable by Defendants that Plaintiffs would rely on the promises enumerated in the agreements, and Plaintiffs substantially relied on these promises to their detriment. Plaintiffs have been noticed that the Defendants are attempting to sell their home through Substitute

Trustee Sale on January 3, 2017 and there is no justification for such sale. Plaintiffs seek this Court's intervention to prevent and stop such sale by Defendants. Plaintiffs seek this Court to stop the conversion of such property by the Defendants of Plaintiffs' home in violation of the Texas Property Code.

6. Plaintiff affirmatively pleads that they seek not only monetary relief aggregating \$50,000 or more, excluding costs, prejudgment interest, and attorney fees, but also specific performance of the promissory note and deed of trust for the Plaintiffs' home in this matter.

7. The damages, which are liquidated, are within the jurisdictional limits of the court.

8. Defendant's non-performance constitutes a breach of the contract. As a result of Defendants' breach, Plaintiffs seeks the following remedies:

- a. Specific performance of the agreements of the parties.
- b. Stop the Substitute Trustee Sale to the their property immediately
- c. Attorney fees and costs of suit.

#### **E. Application for Temporary Restraining Order**

9. Plaintiffs are seeking injunctive relief against these Defendants and are asking this court to prevent Defendants from forcibly entering Plaintiffs home and also from attempting to perform the Substitute Trustee Sale of Plaintiffs home and harassing Plaintiffs without legal justification and especially to cease said Defendants from trying to force the Plaintiff from leaving the premises without Plaintiff's knowledge and consent in accordance with the mortgage agreements and in conjunction with the Texas Property Code.

10. It is probable Plaintiffs will recover from Defendants after trial on the merits because Defendants failed to adhere to the Texas Property Code and violated the terms of the agreements they entered into with Plaintiffs.

11. If Plaintiffs' application is not granted, harm is imminent because Plaintiffs home will be sold at a Substitute Trustee Sale and Plaintiffs from their home and will suffer irreparable harm, damages and expenses.

12. The harm that will result if the temporary restraining order is not issued is irreparable because Plaintiffs home will be sold and thereby preventing Plaintiffs peaceful enjoyment of their home.

13. Plaintiffs have no adequate remedy at law because Plaintiffs' damages are incalculable.

14. There is not enough time to serve notice on the Defendants and to hold a hearing on the application.

15. Plaintiffs are willing to post bond.

**F. Request for Temporary Injunction**

16. Plaintiffs ask the court to set their application for temporary injunction for a hearing and, after the hearing, issue a temporary injunction against Defendants.

**G. Request for Permanent Injunction**

17. Plaintiff asks the court to set their request for a permanent injunction for a full trial and, after the trial, issue a permanent injunction against Defendants.

**K. Demand for Jury**

18. Plaintiff demands a jury trial and tenders the appropriate fee.

**L. Prayer**

19. For these reasons, Plaintiffs ask that all Defendants be cited to appear and answer and, on final trial, that Plaintiffs have judgment against all Defendants for:

- a. Permanent injunctive relief.
- b. Actual damages within the jurisdictional limits of this court.
- c. Exemplary damages as allowed by law.
- d. Mental anguish damages within the jurisdictional limits of the court.
- e. Specific performance of the promissory note and deed of trust.
- f. Attorney fees.
- g. Prejudgment and post-judgment interest as allowed by law.
- h. Costs of suit.
- i. All other relief, in law and in equity, to which plaintiff may be entitled.

Respectfully submitted,

**L. MICKLE' DANIELS & ASSOCIATES**

By: /s/ Byron Keith Watson

**Byron Keith Watson**

TBN: 20933600

Arena Tower I, Suite 580

7322 Southwest Freeway

Houston, TX 77074

Telephone: 713-995-4681

Telecopier: 713-995-4685

[Bkwlaw@msn.com](mailto:Bkwlaw@msn.com)

ATTORNEYS FOR PLAINTIFFS

LEROY & ERIKA FRANKLIN, JR.

# EXHIBIT B-3

**CAUSE NO. 16 –DCV – 237779**

**LEROY & ERIKA FRANKLIN, JR.** § **IN THE DISTRICT COURT**  
 Vs. §  
 § **FT BEND COUNTY, TX**  
 §  
**SETERUS, INC., BANK OF AMERICA** §  
**And FEDERAL NATIONAL MORTGAGE** §  
**ASSOCIATION, A/K/A FANNIE MAE** § **240<sup>TH</sup> DISTRICT COURT**

**PLAINTIFFS' TRO EXHIBIT LIST**

<b>NO.</b>	<b>EXHIBIT</b>
1.	Notice of Acceleration and Substitute Trustee Sale
2.	Seterus Returned Checks to Plaintiffs
3.	Notification to Seterus of Cease and Desist
4.	Seterus Acknowledgement of Plaintiffs' Correspondence
	Affidavit of LeRoy Franklin, Jr.

**Respectfully submitted,****L. MICKELE' DANIELS & ASSOCIATES**By: /s/ Byron Keith Watson

Byron Keith Watson  
 One Arena Place, Suite 580  
 7322 Southwest Freeway  
 Houston, Texas 77074  
 (713) 995-4681 Telephone  
 (713) 995-4685 Facsimile  
[BKWLaw@msn.com](mailto:BKWLaw@msn.com)  
 SBN: 20933600

**ATTORNEYS FOR PLAINTIFFS**  
**LEROY & ERIKA FRANKLIN, JR.**

**CERTIFICATE OF SERVICE**

I certify that on the 15<sup>TH</sup> of November, 2016, a copy of the foregoing document has been served on all attorneys/parties of record via e-file and/or certified mail, return receipt requested, postage prepaid.

/s/ Byron Keith Watson  
 Byron Keith Watson

PO Box 1077; Hartford, CT 06143-1077

**Business Hours (Pacific Time)**  
Monday-Thursday 5 a.m. to 8 p.m.  
Friday 5 a.m. to 6 p.m.

**Physical Address**

14523 SW Millikan Way; Suite 200; Beaverton, OR 97005

**Payments**

PO Box 54420; Los Angeles, CA 90054-0420

**Correspondence, Inquiries and Notices**

PO Box 1077; Hartford, CT 06143-1077

**Phone:** 866.570.5277

**Fax:** 866.578.5277

[www.seterus.com](http://www.seterus.com)

8-769-21556-0000029-001-02-000-000-000-000 L241AC.1

FRANKLIN, LEROY N  
C/O L MICKLE DANIELS, L MICKLE DANIELS & AS  
1 ARENA PL #580  
HOUSTON TX 77074

November 1, 2016  
Loan number: 25129576  
Serviced by Seterus, Inc.

CERTIFIED AND REGULAR FIRST CLASS MAIL

RE: 5827 SAGAMORE BAY LN  
RICHMOND, TX 77469-7204

Dear FRANKLIN, LEROY N:

You are in default under the note and deed of trust arising from non-payment of the following amount:

Amount Due: \$19,496.10  
Amount Due By: December 6, 2016 ("Expiration Date")

We hereby demand that you bring your loan up-to-date ("cure this default") by payment of the amount shown above. In addition, your regular payment may become due by the Expiration Date. The delinquent amount of principal continues to accrue interest.

If full payment of the default amount is not received by us in the form of a certified check, cashier's check, or money order on or before the Expiration Date, we will accelerate the maturity date of your loan and upon such acceleration, the ENTIRE balance of the loan, including principal, accrued interest, and all other sums due there under, shall, at once and without further notice, become immediately due and payable.

Failure to cure the default will result in acceleration of the sums secured by the mortgage and may result in the sale of the property securing the loan. If you send only a partial payment, the loan still will be in default. Additionally, we may keep the payment and accelerate the maturity date.

IF THE DEFAULT IS NOT CURED ON OR BEFORE THE EXPIRATION DATE, THE LOAN OWNER AND WE INTEND TO ENFORCE THE LOAN OWNER'S RIGHTS AND REMEDIES AND MAY PROCEED WITHOUT FURTHER NOTICE TO COMMENCE FORECLOSURE PROCEEDINGS. FORECLOSURE PROCEEDINGS WILL NOT BE COMMENCED UNLESS AND UNTIL ALLOWED BY APPLICABLE LAW. ADDITIONAL FEES SUCH AS FORECLOSURE COSTS AND LEGAL FEES MAY BE ADDED PURSUANT TO THE TERMS OF THE LOAN DOCUMENTS.

Nothing contained in this letter or in any other communication regarding the loan shall modify or waive any term or provision of the loan. The status of your loan may be reported to credit reporting agencies.

THIS COMMUNICATION IS FROM A DEBT COLLECTOR AS WE SOMETIMES ACT AS A DEBT COLLECTOR. WE ARE ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. HOWEVER, IF YOU ARE IN BANKRUPTCY OR RECEIVED A BANKRUPTCY DISCHARGE OF THIS DEBT, THIS LETTER IS NOT AN ATTEMPT TO COLLECT THE DEBT. THIS NOTICE IS BEING FURNISHED FOR YOUR INFORMATION AND TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS. IF YOU RECEIVE OR HAVE RECEIVED A DISCHARGE OF THIS DEBT THAT IS NOT REAFFIRMED IN A BANKRUPTCY PROCEEDING, YOU WILL NOT BE PERSONALLY RESPONSIBLE FOR THE DEBT. **COLORADO:** SEE [WWW.COLORADOATTORNEYGENERAL.GOV/CA](http://WWW.COLORADOATTORNEYGENERAL.GOV/CA) FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT. Seterus, Inc. maintains a local office at 355 Union Boulevard, Suite 250, Lakewood, CO 80228. The office's phone number is 888.738.5576. **NEW YORK CITY:** 1411669, 1411665, 1411662. **TENNESSEE:** This collection agency is licensed by the Collection Service Board of the Department of Commerce and Insurance. Seterus, Inc. is licensed to do business at 14523 SW Millikan Way, Beaverton, OR 97005.



FRANKLIN, LEROY N

November 1, 2016

Loan number: 25129576



You have the right to reinstate your loan after acceleration and the right to bring a court action or assert in the foreclosure proceedings the nonexistence of a default or any other defense to acceleration and sale. If you reinstate your loan after acceleration, the loan no longer will be immediately due in full.

Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to the sender of this notice immediately.

If you have any questions, please contact us at 866.570.5277. For borrowers having difficulty making their payments, we have loan specialists available Monday-Thursday 5 a.m. to 9 p.m., Friday 5 a.m. to 6 p.m., and Saturday 9 a.m. to 12 p.m. (Pacific time). Saturday hours may vary.

Sincerely,

Seterus, Inc.

**IMPORTANT NOTE(S):**

**This letter does not impact any loss mitigation offers that you may have recently received; you can still choose to accept that offer by responding as directed in that offer.**

Enclosure(s): SCRA Notice



Barrett Daffin Frappier Turner &amp; Engel, LLP

A Partnership Including Professional Corporations  
ATTORNEYS AND COUNSELORS AT LAW

4004 Belt Line Road, Suite 100

Addison, Texas 75001

Telephone: (972) 419-1163

Telecopier: (972) 386-7673

November 14, 2016

Certified Mail 7160 9668 9670 8138 9756

ERIKA FRANKLIN

L. MICKELE DANIELS &amp; ASSOCIATES

ONE ARENA PLACE, STE. 580

7322 SOUTHWEST FREEWAY

HOUSTON, TX 77074

RE: Mortgage Servicer: SETERUS, INC.  
 Loan No.: \*\*\*\*\*9576  
 BDFTE No.: 00000005865142

**NOTICE OF ACCELERATION**

This law firm represents SETERUS, INC., the Mortgage Servicer, in its mortgage banking activities in the State of Texas. We have been authorized by the Mortgage Servicer to initiate legal proceedings in connection with the foreclosure of a Deed of Trust associated with your real estate loan (the "Debt").

SETERUS, INC. is acting as the Mortgage Servicer for FEDERAL NATIONAL MORTGAGE ASSOCIATION, A/K/A FANNIE MAE, who is the Mortgagee of the Note and Deed of Trust associated with the above referenced loan. SETERUS, INC., as Mortgage Servicer, is representing the Mortgagee, whose address is:

FEDERAL NATIONAL MORTGAGE ASSOCIATION, A/K/A FANNIE MAE  
 c/o SETERUS, INC.  
 14523 SW MILLIKAN WAY  
 SUITE 200  
 BEAVERTON, OR 97005

The Mortgage Servicer is authorized to represent the Mortgagee by virtue of a servicing agreement with the Mortgagee. Pursuant to the Servicing Agreement and Texas Property Code §51.0025, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the property securing the above referenced loan.

**THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT THE DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

This letter is formal notice of the following:

1. Payment of the past due balance on the Debt has not been received by the Mortgage Servicer. Because of this default, the Mortgagee has elected to ACCELERATE the maturity of the Debt.
2. On Tuesday, January 03, 2017, as designated on the enclosed Notice of Trustee's Sale, the Trustee, or the Substitute Trustee, will sell at the Courthouse of FORT BEND County, Texas in the area designated by the Commissioner's Court of such County, or if no area is designated by the Commissioner's Court, in the usual and customary place in that County, to the highest bidder for cash, the Real Estate described in the enclosed Notice.
3. All of the obligors and guarantors (if any) of the Debt have the right to reinstate the loan as provided in the Deed of Trust and as provided by applicable Texas law. Payment must be made in certified funds, cashier's check or money order(s).
4. All of the obligors and guarantors (if any) have the right to bring a court action to assert the non-existence of a default or any other defense to acceleration and foreclosure which they may have.



00000005865142

## NOTICE OF SUBSTITUTE TRUSTEE SALE

Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to the sender of this notice immediately.

1. **Date, Time, and Place of Sale.**

Date: January 03, 2017

Time: The sale will begin at 1:00PM or not later than three hours after that time.

Place: FIRST FLOOR MEETING ROOM, 301 JACKSON STREET,, RICHMOND, TEXAS OR AS DESIGNATED BY THE COUNTY COMMISSIONERS or as designated by the county commissioners.

2. **Terms of Sale.** Cash.

3. **Instrument to be Foreclosed.** The Instrument to be foreclosed is the Deed of Trust or Contract Lien dated August 17, 2010 and recorded in Document INSTRUMENT NO. 2010081922 real property records of FORT BEND County, Texas, with LEROY N FRANKLIN JR AND ERIKA FRANKLIN, grantor(s) and BANK OF AMERICA, N.A. mortgagee.

4. **Obligations Secured.** Deed of Trust or Contract Lien executed by LEROY N FRANKLIN JR AND ERIKA FRANKLIN, securing the payment of the indebtednesses in the original principal amount of \$349,000.00, and obligations therein described including but not limited to the promissory note and all modifications, renewals, and extensions of the promissory note. FEDERAL NATIONAL MORTGAGE ASSOCIATION, A/K/A FANNIE MAE is the current mortgagee of the note and Deed of Trust or Contract Lien.

5. **Property to Be Sold.** The property to be sold is described in the attached Exhibit A.

6. **Mortgage Servicer Information.** The Mortgage Servicer is authorized to represent the Mortgagee by virtue of a servicing agreement with the Mortgagee. Pursuant to the Servicing Agreement and Texas Property Code § 51.0025, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the lien securing the Property referenced above. SETERUS, INC. as Mortgage Servicer, is representing the current mortgagee, whose address is:

c/o SETERUS, INC.  
14523 SW MILLIKAN WAY SUITE 200  
BEAVERTON, OR 97005

BRIAN CORMIER, RICKIE SALCIDO, OR SAMUEL DAFFIN II  
Substitute Trustee

c/o Barrett Daffin Frappier Turner & Engel, LLP  
4004 Belt Line Road, Suite 100  
Addison, Texas 75001

Certificate of Posting

My name is \_\_\_\_\_, and my address is c/o 4004 Belt Line Road, Suite 100, Addison, Texas 75001. I declare under penalty of perjury that on \_\_\_\_\_ I filed at the office of the FORT BEND County Clerk and caused to be posted at the FORT BEND County courthouse this notice of sale.

Declarant's Name: \_\_\_\_\_

Date: \_\_\_\_\_



# seterus™

PO Box 2008, Grand Rapids, MI 49501-2008

**Business Hours (Pacific Time)**  
Monday-Thursday 5 a.m. to 8 p.m.  
Friday 5 a.m. to 6 p.m.

**Physical Address**  
14523 SW Millikan Way, Suite 200, Beaverton, OR 97005

**Payments**  
PO Box 54420, Los Angeles, CA 90054-0420

**Correspondence**  
PO Box 2008, Grand Rapids, MI 49501-2008

**Phone:** 866.570.5277  
**Fax:** 866.578.5277  
[www.seterus.com](http://www.seterus.com)

LI81P  
LEROY N FRANKLIN  
ERIKA FRANKLIN JR  
C/O L MICKLE DANIELS; L MICKLE DANIELS & ASSOC  
1 ARENA PL #580  
HOUSTON, TX 77074

NOVEMBER 25, 2016  
Loan number: 25129576  
Serviced by Seterus, Inc.

Dear LEROY N FRANKLIN AND ERIKA FRANKLIN JR:

Enclosed you will find your uncashed check numbered 4614, dated NOVEMBER 15, 2016, in the amount of \$185.00. We are returning these funds for the following reason(s):

There is a foreclosure proceeding in progress. The funds are insufficient to bring the loan current, and the item must be certified.

Our receipt of this check does not waive any of the rights of Seterus or the loan owner regarding this loan.

If you have any questions or wish to discuss possible payment arrangements, please contact us at 866.570.5277.

Sincerely,

Seterus, Inc.

25129576  
LEROY N. FRANKLIN, JR.  
OR ERIKA W. FRANKLIN  
5827 SAGAMORE BAY LANE  
RICHMOND, TX 77469

11/15/16 Date

4614  
80-9/140  
67

Pay To The Order Of Seterus

\$ 185.00

One thousand eight hundred fifteen and 00/100

Dollars

Photo Safe Deposit™  
Deposit on back



**Frost**

[www.frostbank.com](http://www.frostbank.com)

For loan # 25129576

L.R. N. Frank

THIS COMMUNICATION AND ANY INFORMATION DISCHARGE OF THIS DEBT AGAINST THE COLLATERAL IS NOT REAFFIRMED IN AGAINST THE PROPERTY. SEE [WWW.COLORADOA](http://WWW.COLORADOA)

Inc. maintains a local office 1411665, 1411662. TENNESSEE: This collection agency is licensed by the Collection Service Board of the Department of Commerce and Insurance. Seterus, Inc. is licensed to do business at 14523 SW Millikan Way, Beaverton, OR.

Harland Clarke

T A DEBT  
KRUPTCY  
OUR LIEN  
BT THAT  
THE LIEN  
ORADO:  
T. Seterus,  
1411669,



# seterus™

PO Box 1077, Hartford, CT 06143-1077

**Business Hours (Pacific Time)**  
Monday-Thursday 5 a.m. to 8 p.m.  
Friday 5 a.m. to 6 p.m.

**Physical Address**

14523 SW Millikan Way, Suite 200, Beaverton, OR 97005

**Payments**

PO Box 54420, Los Angeles, CA 90054-0420

**Correspondence, Inquiries, and Notices**

PO Box 1077, Hartford, CT 06143-1077

**Phone:** 866.570.5277

**Fax:** 866.578.5277

[www.seterus.com](http://www.seterus.com)

L181Q  
FRANKLIN, LEROY N  
FRANKLIN JR, ERIKA  
c/o L MICHELE DANIELS  
L MICHELE DANIELS & ASSOCIATES  
1 ARENA PL #580  
HOUSTON, TX 77074

NOVEMBER 1, 2016

Loan number: 25129576

Serviced by Seterus, Inc.

Dear FRANKLIN, LEROY N and FRANKLIN JR, ERIKA:

Enclosed you will find your uncashed check numbered 4596, dated OCTOBER 19, 2016, in the amount of \$1,850.00. We are returning these funds for the following reason(s):

There is a foreclosure proceeding in progress. The funds are insufficient to bring the loan current, and the item must be certified.

Our receipt of this check does not waive any of the rights of Seterus or the loan owner regarding this loan.

If you have any questions or wish to discuss possible payment arrangements, please contact us at 866.570.5277.

Sincerely,

Seterus, Inc.

**LEROY N. FRANKLIN, JR.  
OR ERIKA W. FRANKLIN**  
5827 SAGAMORE BAY LANE  
RICHMOND, TX 77469

10/19/16

Date

4596

30-9/1140  
67

Pay To The Order Of

Seterus

\$ 1850.00

one thousand eight hundred fifty dollars

Dollars



Photo  
Safe  
Deposits  
Withdrawal bank



[www.frostbank.com](http://www.frostbank.com)

For 1099# 25129576

*[Signature]*

LECT A DEBT  
BANKRUPTCY  
ED FOR YOUR  
OF THIS DEBT  
LORADO: SEE  
CT. Seterus, Inc.  
11669, 1411665.

Harold Clarke

THIS COMMUNICA-  
AND ANY INFORM-  
DISCHARGE OF TI  
INFORMATION ANI  
THAT IS NOT REAI  
WWW.COLORADO  
maintains a local offi

1411662. TENNESSEE: This collection agency is licensed by the Collection Service Board of the Department of Commerce and Insurance. Seterus, Inc. is licensed to do business at 14523 SW Millikan Way, Beaverton, OR 97005.

# seterus™

PO Box 1077, Hartford, CT 06143-1077

L181Q  
FRANKLIN, LEROY N  
FRANKLIN, ERIKA  
c/o L. MICKELE DANIELS,  
L. MICKELE DANIELS & ASSOC  
1 ARENA PL #580  
HOUSTON, TX 77074

**Business Hours (Pacific Time)**  
Monday-Thursday 5 a.m. to 8 p.m.  
Friday 5 a.m. to 6 p.m.

**Physical Address**  
14523 SW Millikan Way, Suite 200, Beaverton, OR 97005

**Payments**  
PO Box 54420, Los Angeles, CA 90054-0420

**Correspondence, Inquiries, and Notices**  
PO Box 1077, Hartford, CT 06143-1077

**Phone:** 866.570.5277  
**Fax:** 866.578.5277  
**www.seterus.com**

SEPTEMBER 15, 2016  
Loan number: 25129576  
Serviced by Seterus, Inc.

Dear FRANKLIN, LEROY N and FRANKLIN, ERIKA:

Enclosed you will find your uncashed check numbered 0000, dated SEPTEMBER 8, 2016, in the amount of \$1,850.00. We are returning these funds for the following reason(s):

The required signed agreement was not received with this payment.

Our receipt of this check does not waive any of the rights of Seterus or the loan owner regarding this loan.

If you have any questions or wish to discuss possible payment arrangements, please contact us at 866.570.5277.

Sincerely,

Seterus, Inc.

LeRoy Franklin Jr.  
5827 Sagamore Bay Ln.  
Richmond, Tx 77469

9/8/16

30-9/11/16  
01

Pay To The Order Of Seterus

\$ 1850.00

one thousand eight hundred fifty and 2

Dollars



**Frost**

www.frostbank.com

For loan # 25129576

*LeRoy Franklin Jr.*

CT A DEBT  
BANKRUPTCY  
FOR YOUR  
THIS DEBT  
CREDIT: SEE  
Seterus, Inc.  
59, 1411665.

THIS COMMUNICATION  
AND ANY INFORMATION  
DISCLOSED OF THIS  
INFORMATION AND TO  
THAT IS NOT REAFFIRM  
WWW.COLORADOATTI  
maintains a local office at

1411662. TENNESSEE: This collection agency is licensed by the Collection Service Board of the Department of Commerce and Insurance. Seterus, Inc. is licensed to do business at 14523 SW Millikan Way, Beaverton, OR 97005.



2013 2250 0000 1629 0747

**To**

  
**L. MICKELÉ DANIELS & ASSOCIATES**  
ATTORNEYS & COUNSELORS AT LAW  
ONE ARENA PLACE, SUITE 580  
7322 SOUTHWEST PARKWAY  
HOUSTON, TEXAS 77074

Seterds  
P.O. Box 2008  
Grand Rapids, MI 49501-2008

**RETURN RECEIPT  
REQUESTED**



1000

49501



U.S. POSTAGE  
PAID  
HOUSTON, TX  
77074  
NOV 17 16  
AMOUNT  
**\$7.15**  
R2304M116299-02

NIXIE

495012055-1N

12/01/16

RETURN TO SENDER  
UNABLE TO FORWARD  
RETURN TO SENDER





## L. MICKELÉ DANIELS & ASSOCIATES

ATTORNEYS & COUNSELORS AT LAW

\*\* MEMBER OF COLLEGE OF STATE BAR OF TEXAS \*\*

ONE ARENA PLACE, SUITE 580

7322 SOUTHWEST FREEWAY

HOUSTON, TEXAS 77074

seminole85@peoplepc.com

TEL: (713) 995-4681

FAX: (713) 995-4685

November 17, 2016

Via Fax (866) 578-5277  
And/or Regular Mail

Seterus  
P.O. Box 2008  
Grand Rapids, MI 49501-2008

Cheryl L. Asher - (972) 341-5075 (Fax)  
Barrett Daffin Frappier Turner & Engel, LLP  
15000 Surveyor Boulevard  
Addison, Texas 75001

RE: Our Clients : Leroy & Erika Franklin  
Loan # : 25129576  
Property : 5827 Sagamore Bay Ln  
Richmond, TX 77469

As you already know, this firm has been retained by the above-named clients to represent them against you in a wrongful foreclosure and many other legal action against you, including but not limited to violations of the Texas DTPA Consumer-Protection Act and violation of the Fair Reporting Credit Act. We are in receipt of your latest correspondence(s) to them and us on behalf of them dated November 1, 2016 advising them they are in default of their mortgage and giving them until December 6, 2016 and November 14, 2016 whereby you are attempting to do a Notice of Acceleration with a Trustee Sale scheduled for January 3, 2017. All of this is a continuing course of illegal conduct on your part whereby you have been returning their monthly mortgage payments because you allege their terms of their agreement had not been met. You continually returned their mortgage payments stating the same issue that they are not living up to payment arrangements. Upon my calling your customer service department, I was informed that you allege their loan is behind in the amount of \$19,496.10 thereby declaring their loan in default and threatening foreclosure because of this amount. This letter is to demand that you **CEASE AND DESIST AGAIN** from any attempt to further attempt to collect or proceed with any type of foreclosure of my clients' home. You are warned to **CEASE AND DESIST AGAIN** from trying to declare my clients' note in **DEFAULT** which would inhibit or in any manner restrict my clients' rights or interest in the agreed upon



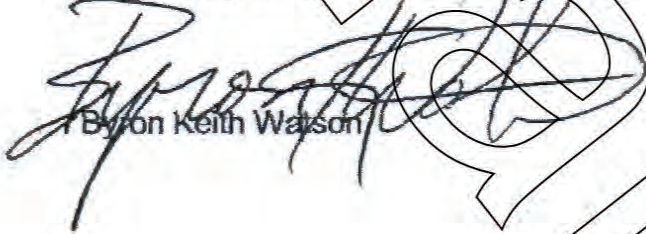
property for the purposes of the notices sent by you. We are demanding that this matter get straightened out immediately by you and correct our clients' account with you and correct their credit reporting to the various credit agencies which you subscribe to. MY CLIENTS HAVE ATTEMPTED TO OBTAIN CREDIT ON NUMEROUS OCCASIONS AND WAS INFORMED THAT BECAUSE OF THE REPORTING BY YOU THEY ARE INELIGIBLE. We are demanding a full investigation into their account for correction within the next fifteen (15) days or else we will proceed with further legal action against your company, including filing a lawsuit seeking a Temporary Restraining Order stopping any contemplated sale of this property by you and your Trustee.

We have already gathered different documentation toP present to you to try and eradicate this matter which includes cancelled checks, along with the proof of insurance and tax payments already provided to you made by our clients and also by this firm on numerous occasions. However, you still continue to open and maintain an escrow account when our clients have consistently maintained the need to not have and maintained in full force and effect their insurance and tax payments. This is the very essence of violations the Texas DTPA Consumer Protection Act committed on numerous occasions by you. You also continually violate our client's rights by repeatedly reporting negative credit information to the three (3) credit reporting agencies to the point that their credit is in total disrepair that they cannot refinance their home mortgage or in the least purchase an automobile that was needed when their vehicle was totaled in an accident.

If I have not received an affirmative response from you by Friday, December 2, 2016 indicating that you have fully complied with these requirements, I shall consider taking any and all legal remedies available listed hereinabove to rectify this situation which shall include filing a lawsuit against all parties involved along with a Temporary Restraining Order against you to further stop any and all foreclosure proceedings against our clients.

Should you at some point wish to discuss this case, please do not hesitate to call our office. Your attention and consideration in this matter is greatly appreciated.

Very truly yours,

  
Byron Keith Watson

BKW/js



**Barrett Daffin Frappier Turner & Engel, LLP**  
 A Partnership Including Professional Corporations  
**ATTORNEYS AND COUNSELORS AT LAW**  
 4004 Belt Line Road, Suite 100  
 Addison, Texas 75001  
 Telephone: (972) 419-1163  
 Telecopier: (972) 386-7673

November 14, 2016

Certified Mail 7160 9668 9670 8138 9749

ERIKA FRANKLIN  
 5827 SAGAMORE BAY LN  
 RICHMOND, TX 77469

RE: Mortgage Servicer: SETERUS, INC.  
 Loan No.: \*\*\*\*\*9576  
 BOPTE No.: 00000005865142

### **NOTICE OF ACCELERATION**

This law firm represents SETERUS, INC., the Mortgage Servicer, in its mortgage banking activities in the State of Texas. We have been authorized by the Mortgage Servicer to initiate legal proceedings in connection with the foreclosure of a Deed of Trust associated with your real estate loan (the "Debt").

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FEDERAL NATIONAL MORTGAGE ASSOCIATION, A/K/A FANNIE MAE  
 c/o SETERUS, INC.  
 14523 SW MILLIKAN WAY  
 SUITE 200  
 BEAVERTON, OR 97005

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This letter is formal notice of the following:

1. Payment of the past due balance on the Debt has not been received by the Mortgage Servicer. Because of this default, the Mortgagee has elected to ACCELERATE the maturity of the Debt.
2. On Tuesday, January 03, 2017, as designated on the enclosed Notice of Trustee's Sale, the Trustee, or the Substitute Trustee, will sell at the Courthouse of FORT BEND County, Texas in the area designated by the Commissioner's Court of such County, or if no area is designated by the Commissioner's Court, in the usual and customary place in that County, to the highest bidder for cash, the Real Estate described in the enclosed Notice.
3. All of the obligors and guarantors (if any) of the Debt have the right to reinstate the loan as provided in the Deed of Trust and as provided by applicable Texas law. Payment must be made in certified funds, cashier's check or money order(s).
4. All of the obligors and guarantors (if any) have the right to bring a court action to assert the non-existence of a default or any other defense to acceleration and foreclosure which they may have.

Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to the sender of this notice immediately.



November 14, 2016

Certified Mail 7160 9668 9670 8138 9749  
00000005865142  
ERIKA FRANKLIN  
5827 SAGAMORE BAY LN  
RICHMOND, TX 77469

If you are not obligated on the Debt, or if the Debt has been discharged in a bankruptcy proceeding, the Mortgage Servicer is not attempting to collect from you personally. You are being given this notice as a courtesy because your interest in the Real Estate may be affected.

Sincerely,



Craig Zinda

Harrell Daffin Freppier Turner & Engel, LLP  
Enclosed: Notice of Trustee Sale



5827 SAGAMORE BAY LN  
RICHMOND, TX 77469

00000005865142

# NOTICE OF SUBSTITUTE TRUSTEE SALE

Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to the sender of this notice immediately.

## 1. Date, Time, and Place of Sale,

Date: January 03, 2017

Time: The sale will begin at 1:00PM or not later than three hours after that time.

Place: FIRST FLOOR MEETING ROOM, 301 JACKSON STREET,, RICHMOND, TEXAS OR AS DESIGNATED BY THE COUNTY COMMISSIONERS or as designated by the county commissioners.

## 2. Terms of Sale. Cash.

3. Instrument to be Foreclosed. The Instrument to be foreclosed is the Deed of Trust or Contract Lien dated August 17, 2010 and recorded in Document INSTRUMENT NO. 2010081922 real property records of FORT BEND County, Texas, with LEROY N FRANKLIN JR AND ERIKA FRANKLIN, grantor(s) and BANK OF AMERICA, N.A. mortgagee.

4. Obligations Secured. Deed of Trust or Contract Lien executed by LEROY N FRANKLIN JR AND ERIKA FRANKLIN, securing the payment of the indebtednesses in the original principal amount of \$349,000.00, and obligations therein described including but not limited to the promissory note and all modifications, renewals and extensions of the promissory note. FEDERAL NATIONAL MORTGAGE ASSOCIATION, A/K/A FANNIE MAE is the current mortgagee of the note and Deed of Trust or Contract Lien.

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c/o SETERUS, INC.  
14523 SW MILLIKAN WAY SUITE 200  
BEAVERTON, OR 97005

BRIAN CORMIER, RICKIE SALCIDO, OR SAMUEL DAFFIN II  
Substitute Trustee

c/o Barrett Daffin Frappier Turner & Engel, LLP  
4004 Belt Line Road, Suite 100  
Addison, Texas 75001

## Certificate of Posting

My name is \_\_\_\_\_, and my address is c/o 4004 Belt Line Road, Suite 100, Addison, Texas 75001. I declare under penalty of perjury that on \_\_\_\_\_ I filed at the office of the FORT BEND County Clerk and caused to be posted at the FORT BEND County courthouse this notice of sale.

Declarant Name: \_\_\_\_\_

Date: \_\_\_\_\_



5827 SAGAMORE BAY LN  
RICHMOND, TX 77469

00000005865142

EXHIBIT A

LOT TWENTY-SEVEN (27), BLOCK ONE (1), BRIDLEWOOD ESTATES, SECTION THREE (3), A SUBDIVISION IN FORT BEND COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN SLIDE NO(S) 1660/A, 1660/B, 1661/A, 1661/B AND 1662/A, MAP RECORDS OF FORT BEND COUNTY, TEXAS.

COPY



# seterus™

P.O. Box 1077; Hartford, CT 06143-1077

**Business Hours (Pacific Time)**  
Monday-Thursday 5 a.m. to 8 p.m.  
Friday 5 a.m. to 6 p.m.

**Physical Address**

14523 SW Millikan Way, Suite 200; Beaverton, OR 97005

**Payments**

PO Box 54420; Los Angeles, CA 90054-0420

**Correspondence, Inquiries and Notices**

PO Box 1077; Hartford, CT 06143-1077

**Phone:** 866.570.5277

**Fax:** 866.578.5277

[www.seterus.com](http://www.seterus.com)

8-769-21658-0000023-061-02-000-000-000 L241AC.1

FRANKLIN, LEROY N  
C/O L MICKLE DANIELS, L MICKLE DANIELS & AS  
1 ARENA PL #580  
HOUSTON TX 77074

November 1, 2016  
Loan number: 25129576  
Serviced by Seterus, Inc.

**CERTIFIED AND REGULAR FIRST CLASS MAIL**

RE: 5827 SAGAMORE BAY LN  
RICHMOND, TX 77469-7204

Dear FRANKLIN, LEROY N:

You are in default under the note and deed of trust arising from non-payment of the following amount:

Amount Due: \$19,496.10  
Amount Due By: December 6, 2016 ("Expiration Date")

We hereby demand that you bring your loan up-to-date ("cure this default") by payment of the amount shown above. In addition, your regular payment may become due by the Expiration Date. The delinquent amount of principal continues to accrue interest.

If full payment of the default amount is not received by us in the form of a certified check, cashier's check, or money order on or before the Expiration Date, we will accelerate the maturity date of your loan and upon such acceleration, the ENTIRE balance of the loan, including principal, accrued interest, and all other sums due there under, shall, at once and without further notice, become immediately due and payable.

Failure to cure the default will result in acceleration of the sums secured by the mortgage and may result in the sale of the property securing the loan. If you send only a partial payment, the loan still will be in default. Additionally, we may keep the payment and accelerate the maturity date.


IF THE DEFAULT IS NOT CURED ON OR BEFORE THE EXPIRATION DATE, THE LOAN OWNER AND WE INTEND TO ENFORCE THE LOAN OWNER'S RIGHTS AND REMEDIES AND MAY PROCEED WITHOUT FURTHER NOTICE TO COMMENCE FORECLOSURE PROCEEDINGS. FORECLOSURE PROCEEDINGS WILL NOT BE COMMENCED UNLESS AND UNTIL ALLOWED BY APPLICABLE LAW. ADDITIONAL FEES SUCH AS FORECLOSURE COSTS AND LEGAL FEES MAY BE ADDED PURSUANT TO THE TERMS OF THE LOAN DOCUMENTS.

Nothing contained in this letter or in any other communication regarding the loan shall modify or waive any term or provision of the loan. The status of your loan may be reported to credit reporting agencies.

THIS COMMUNICATION IS FROM A DEBT COLLECTOR AS WE SOMETIMES ACT AS A DEBT COLLECTOR. WE ARE ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. HOWEVER, IF YOU ARE IN BANKRUPTCY OR RECEIVED A BANKRUPTCY DISCHARGE OF THIS DEBT, THIS LETTER IS NOT AN ATTEMPT TO COLLECT THE DEBT. THIS NOTICE IS BEING FURNISHED FOR YOUR INFORMATION AND TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS. IF YOU RECEIVE OR HAVE RECEIVED A DISCHARGE OF THIS DEBT THAT IS NOT REAFFIRMED IN A BANKRUPTCY PROCEEDING, YOU WILL NOT BE PERSONALLY RESPONSIBLE FOR THE DEBT. COLORADO: SEE [WWW.COLORADOATTORNEYGENERAL.GOV/CA](http://WWW.COLORADOATTORNEYGENERAL.GOV/CA) FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT. Seterus, Inc. maintains a local office at 355 Union Boulevard, Suite 250, Lakewood, CO 80228. The office's phone number is 888.738.5576. NEW YORK CITY: 1411669, 1411665, 1411662. TENNESSEE: This collection agency is licensed by the Collection Service Board of the Department of Commerce and Insurance. Seterus, Inc. is licensed to do business at 14523 SW Millikan Way, Beaverton, OR 97005.



FRANKLIN, LEROY N  
November 1, 2016  
Loan number: 25129576

 You have the right to reinstate your loan after acceleration and the right to bring a court action or assert in the foreclosure proceedings the nonexistence of a default or any other defense to acceleration and sale. If you reinstate your loan after acceleration, the loan no longer will be immediately due in full.

Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to the sender of this notice immediately.

If you have any questions, please contact us at 866.570.5277. For borrowers having difficulty making their payments, we have loan specialists available Monday-Thursday 5 a.m. to 9 p.m., Friday 5 a.m. to 6 p.m., and Saturday 9 a.m. to 12 p.m. (Pacific time). Saturday hours may vary.

Sincerely,

Seterus, Inc.

**IMPORTANT NOTE(S):**

**This letter does not impact any loss mitigation offers that you may have recently received; you can still choose to accept that offer by responding as directed in that offer.**

Enclosure(s): SCRA Notice

**seterus**™

**Physical Address**  
14523 SW Millikan Way; Suite 200; Beaverton, OR 97005

**Business Hours (Pacific Time)**  
Monday-Thursday 5 a.m. to 8 p.m.  
Friday 5 a.m. to 6 p.m.

**Payments**  
PO Box 54420; Los Angeles, CA 90054-0420

**Correspondence**  
PO Box 1077; Hartford, CT 06143-1077

**Phone**  
866.570.5277

**Fax**  
866.578.5277

**Website**  
[www.seterus.com](http://www.seterus.com)

November 18, 2016

FRANKLIN, LEROY N  
FRANKLIN JR, ERIKA  
c/o L MICKLE DANIELS, L MICKLE DANIELS & ASSOC 1 ARENA PL #580  
HOUSTON, TX 77074

RE: Loan number: 25129576, serviced by Seterus, Inc.

Dear FRANKLIN, LEROY N and FRANKLIN JR, ERIKA:

We are in receipt of your inquiry and are in the process of reviewing the issue(s) presented. Upon completion of our research, we will send you a written explanation of the results and any actions taken.

The owner of your loan is Fannie Mae (Federal National Mortgage Association), 3900 Wisconsin Avenue NW, Washington, DC 20016-2892, 800.732.6643. Fannie Mae has contracted with us to service and respond to inquiries about your loan. Inquiries may be directed to Seterus at PO Box 1077; Hartford, CT 06143-1077.

If you have any questions, please call us at 866.570.5277.

Sincerely,

Seterus, Inc.

THIS COMMUNICATION IS FROM A DEBT COLLECTOR AS WE SOMETIMES ACT AS A DEBT COLLECTOR. WE ARE ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. HOWEVER, IF YOU ARE IN BANKRUPTCY OR RECEIVED A BANKRUPTCY DISCHARGE OF THIS DEBT, THIS LETTER IS NOT AN ATTEMPT TO COLLECT THE DEBT, BUT NOTICE OF POSSIBLE ENFORCEMENT OF OUR LIEN AGAINST THE COLLATERAL PROPERTY. **COLORADO:** FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE [WWW.COLORADOATTORNEYGENERAL.GOV/CA](http://WWW.COLORADOATTORNEYGENERAL.GOV/CA). Seterus, Inc. maintains a local office at 355 Union Boulevard, Suite 250, Lakewood, CO 80228. The office's phone number is 888.738.5576. **NEW YORK CITY:** 1411669, 1411665, 1411662. **TENNESSEE:** This collection agency is licensed by the Collection Service Board of the Department of Commerce and Insurance. Seterus, Inc. is licensed to do business at 14523 SW Millikan Way, Beaverton, OR.



STATE OF TEXAS  
COUNTY OF HARRIS

}  
}

**AFFIDAVIT OF LEROY FRANKLIN, JR.**

Before me, the undersigned notary, on this day, personally appeared LEROY N. FRANKLIN, JR., a person whose identity is known to me. After I administered an oath to him, upon his oath, he said:

1. "My name is LeRoy N. Franklin, Jr. I am one of the Plaintiffs in the lawsuit and capable of making this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct. I am the person who has dealt with the Defendants in this matter and am knowledgeable concerning the dealings concerning our mortgage and the payments on our home and I am very familiar with the allegations in our Petition against the Defendants.

2. We have paid all of our notes timely and also timely paid our taxes and insurance outside of our mortgage payments since day one of our loan. We have never authorized an escrow account and never modified or consented to modify our mortgage to establish an escrow account. We have been dealing with this issue with Seterus since they became the service provider for our mortgage company.

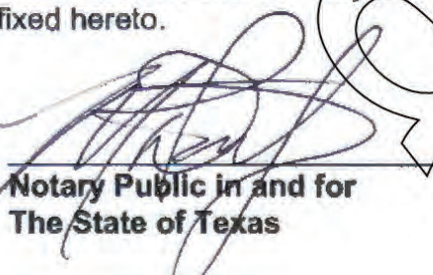
3. I have provided all of our monthly payments to my attorney and he has supplied copies to them and we have not missed one payment.

4. The foreclosure and sale of our home is without justification and we will suffer tremendous harm if our home is sold and we are displaced because of their error.

  
LERoy N. FRANKLIN, JR.

SUBSCRIBED AND SWORN to before me on this 14<sup>th</sup> day of December, 2016 for which my hand and seal are affixed hereto.



  
Notary Public in and for  
The State of Texas



# EXHIBIT B-4

## CIVIL PROCESS REQUEST FORM

FOR EACH PARTY SERVED YOU MUST FURNISH ONE (1) COPY OF THE PLEADING  
FOR WRITS FURNISH TWO (2) COPIES OF THE PLEADING PER PARTY TO BE SERVED

CASE NUMBER: **16-DCV-237779**

CURRENT COURT: Fort Bend County - 240th Judicial District Court

TYPE OF INSTRUMENT TO BE SERVED (See Reverse For Types): Plaintiff's Original PetitionFILE DATE OF MOTION: 12 14 2016  
Month/ Day/ Year

SERVICE TO BE ISSUED ON (Please List Exactly As The Name Appears In The Pleading To Be Served):

1. NAME: Seterus, INC. c/o CT Corp. SystemsADDRESS: 1999 Bryan Street, Suite 900 Dallas, Texas 75201-3136

AGENT, (if applicable): \_\_\_\_\_

TYPE OF SERVICE/PROCESS TO BE ISSUED (see reverse for specific type): Citation

SERVICE BY (check one):

☒ ATTORNEY PICK-UP☐ CONSTABLE☐ CIVIL PROCESS SERVER - Authorized Person to Pick-up: \_\_\_\_\_

Phone: \_\_\_\_\_

☐ MAIL☐ CERTIFIED MAIL☐ PUBLICATION:Type of Publication: ☐ COURTHOUSE DOOR, or☐ NEWSPAPER OF YOUR CHOICE: \_\_\_\_\_☐ OTHER, explain \_\_\_\_\_

ATTENTION: Effective June 1, 2010

For all Services Provided by the DISTRICT CLERKS OFFICE requiring our office to MAIL something back to the Requesting Party, we require that the Requesting Party provide a Self-Addressed Stamped Envelope with sufficient postage for mail back. Thanks you.

2. NAME: Bank of America c/o CT Corp. SystemsADDRESS: 4004 Belt Line Road, Suite 100 Addison, Texas 75001

AGENT, (if applicable): \_\_\_\_\_

TYPE OF SERVICE/PROCESS TO BE ISSUED (see reverse for specific type): Citation

SERVICE BY (check one):

☒ ATTORNEY PICK-UP☐ CONSTABLE☐ CIVIL PROCESS SERVER - Authorized Person to Pick-up: \_\_\_\_\_

Phone: \_\_\_\_\_

☐ MAIL☐ CERTIFIED MAIL☐ PUBLICATION:Type of Publication: ☐ COURTHOUSE DOOR, or☐ NEWSPAPER OF YOUR CHOICE: \_\_\_\_\_☐ OTHER, explain \_\_\_\_\_

ATTORNEY (OR ATTORNEY'S AGENT) REQUESTING SERVICE:

NAME: Byron Keith WatsonTEXAS BAR NO./ID NO. 20933600MAILING ADDRESS: 7322 SW Freeway, Suite 580 Houston, Texas 77074PHONE NUMBER: 713  
area code995-4681  
phone numberFAX NUMBER: 713  
area code995-4685  
fax numberEMAIL ADDRESS: Bkwlaw@msn.com

# EXHIBIT B-5

**CAUSE NO. 16 – DCV – 237779****LEROY & ERIKA FRANKLIN, JR.****Vs.****SETERUS, INC., BANK OF AMERICA  
And FEDERAL NATIONAL MORTGAGE  
ASSOCIATION, A/K/A FANNIE MAE**§  
§  
§  
§  
§  
§  
§**IN THE DISTRICT COURT****FT BEND COUNTY, TX****240<sup>th</sup> DISTRICT COURT****PLAINTIFFS' AMENDED PETITION  
& AMENDED APPLICATION FOR TEMPORARY RESTRAINING ORDER****A. Discovery Control Plan**

1. Plaintiff intends to conduct discovery under Level 2 of Texas Rule of Civil Procedure 190.

**B. Parties**

2. Plaintiffs are LEROY N. FRANKLIN, JR. and ERIKA FRANKLIN. Plaintiffs are the owners of the property the subject of this lawsuit and reside at [REDACTED]  
[REDACTED].

3. Defendant SETERUS, INC. is the loan service provider for Plaintiffs' mortgage company and may be served with this citation and injunction through their registered agent for service, CT Corp. Systems, 1999 Bryan Street, Suite 900, Dallas, Texas 75201-3136.

Defendant BANK OF AMERICA is the mortgagor of said promissory note which is attached to the property the subject of this suit and may be served with citation and this petition by serving either their registered agent for service, CT Corp. Systems, 1999 Bryan Street, Suite 900, Dallas, Texas 75201-3136 or by serving their local attorneys, BARRETT DAFFIN FRAPPIER TURNER & ENGEL, L.L.P., 4004 Belt Line Road, Suite 100, Addison, Texas 75001.



C. Facts

4. Plaintiffs with the assistance of Defendant Bank of America built their home located at [REDACTED] Fort Bend County, Texas on or About November 3, 2003. Defendant was the primary source of funding for said home and Plaintiffs secured said funding by delivering to said Defendant a promissory note and deed of trust securing the mortgage with a first lien on said property. Said Deed of Trust is filed with the clerk of the records for Fort Bend County, Texas. The original Deed of Trust and promissory note executed by Plaintiffs securing payment of the indebtedness was in the original principal amount of \$349,000.00. The promissory note called for the Plaintiffs to pay monthly notes on said property in the amount of \$1,847.58, with the first being due and payable on or about January 1, 2003 and a like payment due and payable each and every month thereafter until 360 payments were made or until the principal amount of the note was paid in full. The monthly payment was the principal and interest for the promissory note and did not include an escrow account to pay property taxes and insurance. Plaintiffs have always maintained their right to pay their property taxes and insurance and have consistently without fail paid their taxes and insurance every year.

Defendant Seterus was contracted by Defendant Bank of America to be the mortgage servicing provider for the Plaintiffs loan. Seterus communicated often with the Plaintiffs that they are the service provider for the mortgage company and constantly informed the Plaintiffs that they were putting an escrow account on the Plaintiffs mortgage despite the protests and objections by the Plaintiffs. Plaintiffs informed Defendant Seterus they do not need or want an escrow account and complied with all requests by said Defendant indicating prompt payment of the insurance and taxes for said property. Despite showing the Defendant Seterus proof of payments for both taxes and insurance for every year requested, Defendant Seterus continued without fail to place an escrow

account on the Plaintiffs' and increased the Plaintiffs' monthly obligations beyond what the Plaintiffs originally contracted for and were willing to do since they had complied with all of the requirements of the original promissory note.

Defendant Seterus began in 2014 refusing to accept the monthly payments of the Plaintiffs which caused great consternation amongst the Plaintiffs and emotional distress because the Plaintiffs were constantly receiving correspondence from the Defendant Seterus stating they were going to foreclose on their home despite the fact that the Plaintiffs were paying the agreed upon monthly note. Plaintiffs had to contact an attorney to help in ensuring that their home was not foreclosed and said attorney has been corresponding with Defendant Seterus since February 2014 concerning the taxes and insurance for said home. Plaintiffs' attorney has corresponded with the Defendant Seterus and their attorneys concerning the violation of Plaintiffs' rights concerning their mortgage. Plaintiffs continued to make payments as per their contract and Defendant accepted some payments and returned others.

Defendant has now scheduled for the Plaintiffs' home to be sold at a foreclosure auction on or about January 3, 2017 on the courtsteps of the county courthouse. A copy of Plaintiffs' Exhibit A details the Notice of Acceleration and Notice of Substitute Trustee Sale. A Copy of Exhibit B details the payments from Plaintiffs that were returned by the Defendant Seterus because they were refused as being non-compliant. A Copy of Exhibit C details Plaintiffs' attorneys contacting the Defendant Seterus indicating this pending action if they do not cease and desist from this illegal action. A copy of Exhibit D is the Defendant Seterus attorney contacting the Plaintiffs' attorney acknowledging receipt of correspondence demanding cease and desist of Defendant Seterus' actions. Defendant Seterus as the mortgage service provider are not performing their obligations by not allowing the Plaintiffs to remain in their home as promised by the note securing the deed



on the Plaintiffs' home. Specifically, by continuing with the forced sale of the Plaintiffs' home, Defendant Seterus is causing Plaintiffs to lose their rights and interest in said home without any valid justification. This is causing Plaintiffs irreparable harm if this sale of said home is allowed to continue. Plaintiffs and their attorneys tried to converse with Defendant Seterus in reference to this matter, but to no avail. Defendant Seterus has no justification for attempting to foreclose on Plaintiffs' home and will be in violation of the property code under the laws of the State of Texas.

Despite Plaintiffs' protestations to Defendant Seterus that there was no default in the Plaintiffs' obligations sufficient to justify foreclosing on Plaintiffs' home, Defendant Seterus has caused a Substitute Trustee Sell of Plaintiffs' home and caused irreparable harm and loss to the Plaintiffs because of the inability of the Plaintiffs to peaceably enjoy their home if it is foreclosed and sold. Plaintiffs will suffer irreparable harm and unless the Defendant Seterus is restrained and enjoined, Plaintiffs will suffer injury because Defendant has already forcibly locked the Plaintiff out of its business premises once without justification.

The Texas Property Code provides that the Plaintiffs ~~shall~~ have the right to possess and use and enjoyment of their home without being deprived of it by wrongful foreclosures by Defendant Seterus. By Defendant Seterus' failure to accept Plaintiffs' payments and properly give the Plaintiffs credit for payments or demand for whatever reason to place an escrow account on the Plaintiffs even though they have paid their obligations in accordance with the Texas Property Code, they have interfered with both the Plaintiffs' rights and duty to possess, use and enjoy their property. Further, Defendant Seterus' attempt to foreclose and sale Plaintiffs' property is directly obstructing Plaintiffs' use and enjoyment of their property.

### **BREACH OF CONTRACT**

Plaintiffs plead for recovery under the doctrine of breach of contract. As the facts stated hereinabove, the Defendant Seterus had a legal obligation to properly service Plaintiffs mortgage and only require monthly obligations as contracted for by the Plaintiffs on Plaintiffs' home. The Defendant breached their obligations owed to the Plaintiffs by virtue of the mortgage deed of trust and promissory note in violation of the Texas Property Code. Plaintiffs herenow sue for those breaches and seeks unliquidated damages in an amount that is within the jurisdictional limits of the court.

Defendant's non-performance constitutes a breach of the agreement of the parties. As a result of the Defendant's breach, it is probable Plaintiffs will recover from Defendants after trial on the merits because Defendant failed to adhere to the Texas Property Code and violated the terms of the promissory note and deed of trust agreements they entered into with Plaintiffs. Plaintiffs are entitled to recover reasonable and necessary attorney fees under Texas Civil Practice & Remedies Code Chapter 38.001(8) (Vernon 1986) because this is a suit for a claim of breach of contract and conversion listed in Section 38.001(8).

### **D. CONDITIONS PRECEDENT**

All conditions precedent have been performed or have occurred by the Plaintiffs and Plaintiffs are ready, willing and able to perform each and every obligation imposed by the promissory note and deed of trust and to perform such acts as the Court deems necessary. Plaintiffs will show that there is no adequate remedy at law that is clear and adequate to protect Plaintiffs' property interest against such forced sale of foreclosure by the Defendant and the Plaintiffs are seeking for this Court to allow them to avoid the Substitute Trustee Sale of their home if the Defendant Seterus does not perform their obligations and cancel this sale.

### **E. CONVERSION**

5. In the alternative to other counts, Plaintiffs plead for recovery under the doctrine of promissory estoppel. Defendant made a promise under the terms of their note and deed of trust, and it was foreseeable by Defendants that Plaintiffs would rely on the promises enumerated in the agreements, and Plaintiffs substantially relied on these promises to their detriment. Plaintiffs have been noticed that the Defendants are attempting to sell their home through Substitute Trustee Sale on January 3, 2017 and there is no justification for such sale. Plaintiffs seek this Court's intervention to prevent and stop such sale by Defendants. Plaintiffs seek this Court to stop the conversion of such property by the Defendants of Plaintiffs' home in violation of the Texas Property Code.

6. Plaintiff affirmatively pleads that they seek not only monetary relief aggregating \$50,000 or more, excluding costs, prejudgment interest, and attorney fees, but also specific performance of the promissory note and deed of trust for the Plaintiffs' home in this matter.

7. The damages, which are liquidated, are within the jurisdictional limits of the court.

8. Defendant's non-performance constitutes a breach of the contract. As a result of Defendants' breach, Plaintiffs seeks the following remedies:

- a. Specific performance of the agreements of the parties.
- b. Stop the Substitute Trustee Sale to the their property immediately
- c. Attorney fees and costs of suit.

### **E. Application for Temporary Restraining Order**

9. Plaintiffs are seeking injunctive relief against these Defendants and are asking this court to prevent Defendants from forcibly entering Plaintiffs home and also from

attempting to perform the Substitute Trustee Sale of Plaintiffs home and harassing Plaintiffs without legal justification and especially to cease said Defendants from trying to force the Plaintiff from leaving the premises without Plaintiff's knowledge and consent in accordance with the mortgage agreements and in conjunction with the Texas Property Code.

10. It is probable Plaintiffs will recover from Defendants after trial on the merits because Defendants failed to adhere to the Texas Property Code and violated the terms of the agreements they entered into with Plaintiffs.

11. If Plaintiffs' application is not granted, harm is imminent because Plaintiffs home will be sold at a Substitute Trustee Sale and Plaintiffs from their home and will suffer irreparable harm, damages and expenses.

12. The harm that will result if the temporary restraining order is not issued is irreparable because Plaintiffs home will be sold and thereby preventing Plaintiffs peaceful enjoyment of their home.

13. Plaintiffs have no adequate remedy at law because Plaintiffs' damages are incalculable.

14. There is not enough time to serve notice on the Defendants and to hold a hearing on the application.

15. Plaintiffs are willing to post bond.

**Exhibits for Temporary Restraining Order**

- i. Exhibit A – Notice of Acceleration and Substitute Trustee Sale
- ii. Exhibit B – Seterus Returned Checks to Plaintiffs
- iii. Exhibit C – Notification to Seterus to Cease and Desist
- iv. Exhibit D – Seterus Acknowledgment of Plaintiffs' Correspondence
- v. Affidavit of Plaintiff Leroy N. Franklin, Jr.

**F. Request for Temporary Injunction**

16. Plaintiffs ask the court to set their application for temporary injunction for a hearing and, after the hearing, issue a temporary injunction against Defendants.

**G. Request for Permanent Injunction**

17. Plaintiff asks the court to set their request for a permanent injunction for a full trial and, after the trial, issue a permanent injunction against Defendants.

**K. Demand for Jury**

18. Plaintiff demands a jury trial and tenders the appropriate fee.

**L. Prayer**

19. For these reasons, Plaintiffs ask that all Defendants be cited to appear and answer and, on final trial, that Plaintiffs have judgment against all Defendants for:

- a. Permanent injunctive relief.
- b. Actual damages within the jurisdictional limits of this court.
- c. Exemplary damages as allowed by law.
- d. Mental anguish damages within the jurisdictional limits of the court.
- e. Specific performance of the promissory note and deed of trust.
- f. Attorney fees.
- g. Prejudgment and post-judgment interest as allowed by law.
- h. Costs of suit.
- i. All other relief, in law and in equity, to which plaintiff may be entitled.

Respectfully submitted,

**L. MICKELE' DANIELS & ASSOCIATES**

By: /s/ Byron Keith Watson

**Byron Keith Watson**

TBN: 20933600

Arena Tower I, Suite 580

7322 Southwest Freeway

Houston, TX 77074

Telephone: 713-995-4681

Telecopier: 713-995-4685

[Bkwlaw@msn.com](mailto:Bkwlaw@msn.com)

ATTORNEYS FOR PLAINTIFFS

LEROY & ERIKA FRANKLIN, JR.



STATE OF TEXAS  
COUNTY OF HARRIS

}  
}

**AFFIDAVIT OF LEROY FRANKLIN, JR.**

Before me, the undersigned notary, on this day, personally appeared LEROY N. FRANKLIN, JR., a person whose identity is known to me. After I administered an oath to him, upon his oath, he said:

1. "My name is LeRoy N. Franklin, Jr. I am one of the Plaintiffs in the lawsuit and capable of making this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct. I am the person who has dealt with the Defendants in this matter and am knowledgeable concerning the dealings concerning our mortgage and the payments on our home and I am very familiar with the allegations in our Petition against the Defendants.

2. We have paid all of our notes timely and also timely paid our taxes and insurance outside of our mortgage payments since day one of our loan. We have never authorized an escrow account and never modified or consented to modify our mortgage to establish an escrow account. We have been dealing with this issue with Seterus since they became the service provider for our mortgage company.

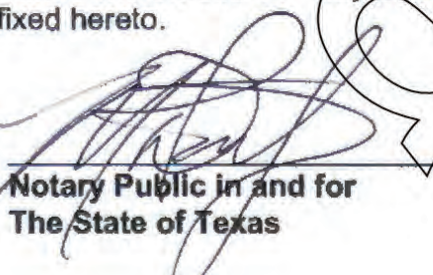
3. I have provided all of our monthly payments to my attorney and he has supplied copies to them and we have not missed one payment.

4. The foreclosure and sale of our home is without justification and we will suffer tremendous harm if our home is sold and we are displaced because of their error.

  
LERoy N. FRANKLIN, JR.

SUBSCRIBED AND SWORN to before me on this 14<sup>th</sup> day of December, 2016 for which my hand and seal are affixed hereto.



  
Notary Public in and for  
The State of Texas

PO Box 1077; Hartford, CT 06143-1077

**Business Hours (Pacific Time)**  
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**Physical Address**

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**Fax:** 866.578.5277

[www.seterus.com](http://www.seterus.com)

8-769-21556-0000029-001-02-000-000-000-000 L241AC.1

FRANKLIN, LEROY N  
C/O L MICKLE DANIELS, L MICKLE DANIELS & AS  
1 ARENA PL #580  
HOUSTON TX 77074

November 1, 2016  
Loan number: 25129576  
Serviced by Seterus, Inc.

CERTIFIED AND REGULAR FIRST CLASS MAIL

RE: 5827 SAGAMORE BAY LN  
RICHMOND, TX 77469-7204

Dear FRANKLIN, LEROY N:

You are in default under the note and deed of trust arising from non-payment of the following amount:

Amount Due: \$19,496.10  
Amount Due By: December 6, 2016 ("Expiration Date")

We hereby demand that you bring your loan up-to-date ("cure this default") by payment of the amount shown above. In addition, your regular payment may become due by the Expiration Date. The delinquent amount of principal continues to accrue interest.

If full payment of the default amount is not received by us in the form of a certified check, cashier's check, or money order on or before the Expiration Date, we will accelerate the maturity date of your loan and upon such acceleration, the ENTIRE balance of the loan, including principal, accrued interest, and all other sums due there under, shall, at once and without further notice, become immediately due and payable.

Failure to cure the default will result in acceleration of the sums secured by the mortgage and may result in the sale of the property securing the loan. If you send only a partial payment, the loan still will be in default. Additionally, we may keep the payment and accelerate the maturity date.

IF THE DEFAULT IS NOT CURED ON OR BEFORE THE EXPIRATION DATE, THE LOAN OWNER AND WE INTEND TO ENFORCE THE LOAN OWNER'S RIGHTS AND REMEDIES AND MAY PROCEED WITHOUT FURTHER NOTICE TO COMMENCE FORECLOSURE PROCEEDINGS. FORECLOSURE PROCEEDINGS WILL NOT BE COMMENCED UNLESS AND UNTIL ALLOWED BY APPLICABLE LAW. ADDITIONAL FEES SUCH AS FORECLOSURE COSTS AND LEGAL FEES MAY BE ADDED PURSUANT TO THE TERMS OF THE LOAN DOCUMENTS.

Nothing contained in this letter or in any other communication regarding the loan shall modify or waive any term or provision of the loan. The status of your loan may be reported to credit reporting agencies.

THIS COMMUNICATION IS FROM A DEBT COLLECTOR AS WE SOMETIMES ACT AS A DEBT COLLECTOR. WE ARE ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. HOWEVER, IF YOU ARE IN BANKRUPTCY OR RECEIVED A BANKRUPTCY DISCHARGE OF THIS DEBT, THIS LETTER IS NOT AN ATTEMPT TO COLLECT THE DEBT. THIS NOTICE IS BEING FURNISHED FOR YOUR INFORMATION AND TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS. IF YOU RECEIVE OR HAVE RECEIVED A DISCHARGE OF THIS DEBT THAT IS NOT REAFFIRMED IN A BANKRUPTCY PROCEEDING, YOU WILL NOT BE PERSONALLY RESPONSIBLE FOR THE DEBT. **COLORADO:** SEE [WWW.COLORADOATTORNEYGENERAL.GOV/CA](http://WWW.COLORADOATTORNEYGENERAL.GOV/CA) FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT. Seterus, Inc. maintains a local office at 355 Union Boulevard, Suite 250, Lakewood, CO 80228. The office's phone number is 888.738.5576. **NEW YORK CITY:** 1411669, 1411665, 1411662. **TENNESSEE:** This collection agency is licensed by the Collection Service Board of the Department of Commerce and Insurance. Seterus, Inc. is licensed to do business at 14523 SW Millikan Way, Beaverton, OR 97005.



FRANKLIN, LEROY N

November 1, 2016

Loan number: 25129576



You have the right to reinstate your loan after acceleration and the right to bring a court action or assert in the foreclosure proceedings the nonexistence of a default or any other defense to acceleration and sale. If you reinstate your loan after acceleration, the loan no longer will be immediately due in full.

Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to the sender of this notice immediately.

If you have any questions, please contact us at 866.570.5277. For borrowers having difficulty making their payments, we have loan specialists available Monday-Thursday 5 a.m. to 9 p.m., Friday 5 a.m. to 6 p.m., and Saturday 9 a.m. to 12 p.m. (Pacific time). Saturday hours may vary.

Sincerely,

Seterus, Inc.

**IMPORTANT NOTE(S):**

**This letter does not impact any loss mitigation offers that you may have recently received; you can still choose to accept that offer by responding as directed in that offer.**

Enclosure(s): SCRA Notice

Barrett Daffin Frappier Turner &amp; Engel, LLP

A Partnership Including Professional Corporations  
ATTORNEYS AND COUNSELORS AT LAW

4004 Belt Line Road, Suite 100

Addison, Texas 75001

Telephone: (972) 419-1163

Telecopier: (972) 386-7673

November 14, 2016

Certified Mail 7160 9668 9670 8138 9756

ERIKA FRANKLIN

L. MICKELE DANIELS &amp; ASSOCIATES

ONE ARENA PLACE, STE. 580

7322 SOUTHWEST FREEWAY

HOUSTON, TX 77074

RE: Mortgage Servicer: SETERUS, INC.  
 Loan No.: \*\*\*\*\*9576  
 BDFTE No.: 00000005865142

**NOTICE OF ACCELERATION**

This law firm represents SETERUS, INC., the Mortgage Servicer, in its mortgage banking activities in the State of Texas. We have been authorized by the Mortgage Servicer to initiate legal proceedings in connection with the foreclosure of a Deed of Trust associated with your real estate loan (the "Debt").

SETERUS, INC. is acting as the Mortgage Servicer for FEDERAL NATIONAL MORTGAGE ASSOCIATION, A/K/A FANNIE MAE, who is the Mortgagee of the Note and Deed of Trust associated with the above referenced loan. SETERUS, INC., as Mortgage Servicer, is representing the Mortgagee, whose address is:

FEDERAL NATIONAL MORTGAGE ASSOCIATION, A/K/A FANNIE MAE  
 c/o SETERUS, INC.  
 14523 SW MILLIKAN WAY  
 SUITE 200  
 BEAVERTON, OR 97005

The Mortgage Servicer is authorized to represent the Mortgagee by virtue of a servicing agreement with the Mortgagee. Pursuant to the Servicing Agreement and Texas Property Code §51.0025, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the property securing the above referenced loan.

**THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT THE DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

This letter is formal notice of the following:

1. Payment of the past due balance on the Debt has not been received by the Mortgage Servicer. Because of this default, the Mortgagee has elected to ACCELERATE the maturity of the Debt.
2. On Tuesday, January 03, 2017, as designated on the enclosed Notice of Trustee's Sale, the Trustee, or the Substitute Trustee, will sell at the Courthouse of FORT BEND County, Texas in the area designated by the Commissioner's Court of such County, or if no area is designated by the Commissioner's Court, in the usual and customary place in that County, to the highest bidder for cash, the Real Estate described in the enclosed Notice.
3. All of the obligors and guarantors (if any) of the Debt have the right to reinstate the loan as provided in the Deed of Trust and as provided by applicable Texas law. Payment must be made in certified funds, cashier's check or money order(s).
4. All of the obligors and guarantors (if any) have the right to bring a court action to assert the non-existence of a default or any other defense to acceleration and foreclosure which they may have.





00000005865142

## NOTICE OF SUBSTITUTE TRUSTEE SALE

Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to the sender of this notice immediately.

1. **Date, Time, and Place of Sale.**

Date: January 03, 2017

Time: The sale will begin at 1:00PM or not later than three hours after that time.

Place: FIRST FLOOR MEETING ROOM, 301 JACKSON STREET,, RICHMOND, TEXAS OR AS DESIGNATED BY THE COUNTY COMMISSIONERS or as designated by the county commissioners.

2. **Terms of Sale.** Cash.

3. **Instrument to be Foreclosed.** The Instrument to be foreclosed is the Deed of Trust or Contract Lien dated August 17, 2010 and recorded in Document INSTRUMENT NO. 2010081922 real property records of FORT BEND County, Texas, with LEROY N FRANKLIN JR AND ERIKA FRANKLIN, grantor(s) and BANK OF AMERICA, N.A. mortgagee.

4. **Obligations Secured.** Deed of Trust or Contract Lien executed by LEROY N FRANKLIN JR AND ERIKA FRANKLIN, securing the payment of the indebtednesses in the original principal amount of \$349,000.00, and obligations therein described including but not limited to the promissory note and all modifications, renewals, and extensions of the promissory note. FEDERAL NATIONAL MORTGAGE ASSOCIATION, A/K/A FANNIE MAE is the current mortgagee of the note and Deed of Trust or Contract Lien.

5. **Property to Be Sold.** The property to be sold is described in the attached Exhibit A.

6. **Mortgage Servicer Information.** The Mortgage Servicer is authorized to represent the Mortgagee by virtue of a servicing agreement with the Mortgagee. Pursuant to the Servicing Agreement and Texas Property Code § 51.0025, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the lien securing the Property referenced above. SETERUS, INC. as Mortgage Servicer, is representing the current mortgagee, whose address is:

c/o SETERUS, INC.

14523 SW MILLIKAN WAY SUITE 200  
BEAVERTON, OR 97005

BRIAN CORMIER, RICKIE SALCIDO, OR SAMUEL DAFFIN II  
Substitute Trustee

c/o Barrett Daffin Frappier Turner & Engel, LLP  
4004 Belt Line Road, Suite 100  
Addison, Texas 75001

Certificate of Posting

My name is \_\_\_\_\_, and my address is c/o 4004 Belt Line Road, Suite 100, Addison, Texas 75001. I declare under penalty of perjury that on \_\_\_\_\_ I filed at the office of the FORT BEND County Clerk and caused to be posted at the FORT BEND County courthouse this notice of sale.

Declarant's Name: \_\_\_\_\_

Date: \_\_\_\_\_



**seterus**<sup>TM</sup>

PO Box 2008, Grand Rapids, MI 49501-2008

**Business Hours (Pacific Time)**  
 Monday-Thursday 5 a.m. to 8 p.m.  
 Friday 5 a.m. to 6 p.m.

**Physical Address**  
 14523 SW Millikan Way, Suite 200, Beaverton, OR 97005

**Payments**  
 PO Box 54420, Los Angeles, CA 90054-0420

**Correspondence**  
 PO Box 2008, Grand Rapids, MI 49501-2008

**Phone:** 866.570.5277  
**Fax:** 866.578.5277  
[www.seterus.com](http://www.seterus.com)

LI81P  
 LEROY N FRANKLIN  
 ERIKA FRANKLIN JR  
 C/O L MICKLE DANIELS; L MICKLE DANIELS & ASSOC  
 1 ARENA PL #580  
 HOUSTON, TX 77074

NOVEMBER 25, 2016  
 Loan number: 25129576  
 Serviced by Seterus, Inc.

Dear LEROY N FRANKLIN AND ERIKA FRANKLIN JR:

Enclosed you will find your uncashed check numbered 4614, dated NOVEMBER 15, 2016, in the amount of \$185.00. We are returning these funds for the following reason(s):

There is a foreclosure proceeding in progress. The funds are insufficient to bring the loan current, and the item must be certified.

Our receipt of this check does not waive any of the rights of Seterus or the loan owner regarding this loan.

If you have any questions or wish to discuss possible payment arrangements, please contact us at 866.570.5277.

Sincerely,

Seterus, Inc.

25129576  
 LEROY N. FRANKLIN, JR.  
 OR ERIKA W. FRANKLIN  
 5827 SAGAMORE BAY LANE  
 RICHMOND, TX 77469

11/15/16 Date

4614  
 80-9/140  
 67

Pay To The Order Of Seterus

\$185.00

One thousand eight hundred fifteen and 00/100

Dollars

Photo  
Safe  
Deposit  
Disk on back



**Frost**

[www.frostbank.com](http://www.frostbank.com)

For loan # 25129576

L.R. N. Frank

⑆114000093⑆4614⑆670377643⑆

THIS COMMUNICATION  
 AND ANY INFORMATION  
 DISCHARGE OF THIS DE  
 AGAINST THE COLLATE  
 IS NOT REAFFIRMED IN  
 AGAINST THE PROPERTY  
 SEE [WWW.COLORADOA](http://WWW.COLORADOA)  
 Inc. maintains a local office

Harford Clarke

1411665, 1411662. TENNESSEE: This collection agency is licensed by the Collection Service Board of the Department of Commerce and Insurance. Seterus, Inc. is licensed to do business at 14523 SW Millikan Way, Beaverton, OR.

T A DEBT  
 KRUPTCY  
 OUR LIEN  
 BT THAT  
 THE LIEN  
 ORADO:  
 T. Seterus,  
 1411669,





# seterus™

PO Box 1077, Hartford, CT 06143-1077

**Business Hours (Pacific Time)**  
Monday-Thursday 5 a.m. to 8 p.m.  
Friday 5 a.m. to 6 p.m.

**Physical Address**  
14523 SW Millikan Way, Suite 200, Beaverton, OR 97005

**Payments**  
PO Box 54420, Los Angeles, CA 90054-0420

**Correspondence, Inquiries, and Notices**  
PO Box 1077, Hartford, CT 06143-1077

**Phone:** 866.570.5277  
**Fax:** 866.578.5277  
**www.seterus.com**

L181Q  
FRANKLIN, LEROY N  
FRANKLIN, ERIKA  
c/o L. MICKELE DANIELS,  
L. MICKELE DANIELS & ASSOC  
1 ARENA PL #580  
HOUSTON, TX 77074

SEPTEMBER 15, 2016  
Loan number: 25129576  
Serviced by Seterus, Inc.

Dear FRANKLIN, LEROY N and FRANKLIN, ERIKA:

Enclosed you will find your uncashed check numbered 0000, dated SEPTEMBER 8, 2016, in the amount of \$1,850.00. We are returning these funds for the following reason(s):

The required signed agreement was not received with this payment.

Our receipt of this check does not waive any of the rights of Seterus or the loan owner regarding this loan.

If you have any questions or wish to discuss possible payment arrangements, please contact us at 866.570.5277.

Sincerely,

Seterus, Inc.

LeRoy Franklin Jr.  
5827 Sagamore Bay Ln.  
Richmond, Tx 77469

9/8/16

30-9/11/16  
01

Pay To The Order Of Seterus

\$ 1850.00

one thousand eight hundred fifty and 2

Dollars



**Frost**

www.frostbank.com

For loan # 25129576

⑆114000093⑆

⑈67 0377643⑈

*LeRoy Franklin Jr.*

CT A DEBT  
BANKRUPTCY  
FOR YOUR  
THIS DEBT  
CADO: SEE  
Seterus, Inc.  
59, 1411665.

THIS COMMUNICATION  
AND ANY INFORMATION  
DISCHARGE OF THIS  
INFORMATION AND TO  
THAT IS NOT REAFFIRM  
WWW.COLORADOATTI  
maintains a local office at

1411662. TENNESSEE: This collection agency is licensed by the Collection Service Board of the Department of Commerce and Insurance. Seterus, Inc. is licensed to do business at 14523 SW Millikan Way, Beaverton, OR 97005.





## L. MICKELÉ DANIELS & ASSOCIATES

ATTORNEYS & COUNSELORS AT LAW

\*\* MEMBER OF COLLEGE OF STATE BAR OF TEXAS \*\*

ONE ARENA PLACE, SUITE 580

7322 SOUTHWEST FREEWAY

HOUSTON, TEXAS 77074

seminole85@peoplepc.com

TEL: (713) 995-4681

FAX: (713) 995-4685

November 17, 2016

Via Fax (866) 578-5277  
And/or Regular Mail

Seterus  
P.O. Box 2008  
Grand Rapids, MI 49501-2008

Cheryl L. Asher - (972) 341-5075 (Fax)  
Barrett Daffin Frappier Turner & Engel, LLP  
15000 Surveyor Boulevard  
Addison, Texas 75001

RE: Our Clients : Leroy & Erika Franklin  
Loan # : [REDACTED]  
Property : 5827 Sagamore Bay Ln  
Richmond, TX 77469

As you already know, this firm has been retained by the above-named clients to represent them against you in a wrongful foreclosure and many other legal action against you, including but not limited to violations of the Texas DTPA Consumer-Protection Act and violation of the Fair Reporting Credit Act. We are in receipt of your latest correspondence(s) to them and us on behalf of them dated November 1, 2016 advising them they are in default of their mortgage and giving them until December 6, 2016 and November 14, 2016 whereby you are attempting to do a Notice of Acceleration with a Trustee Sale scheduled for January 3, 2017. All of this is a continuing course of illegal conduct on your part whereby you have been returning their monthly mortgage payments because you allege their terms of their agreement had not been met. You continually returned their mortgage payments stating the same issue that they are not living up to payment arrangements. Upon my calling your customer service department, I was informed that you allege their loan is behind in the amount of \$19,496.10 thereby declaring their loan in default and threatening foreclosure because of this amount. This letter is to demand that you **CEASE AND DESIST AGAIN** from any attempt to further attempt to collect or proceed with any type of foreclosure of my clients' home. You are warned to **CEASE AND DESIST AGAIN** from trying to declare my clients' note in **DEFAULT** which would inhibit or in any manner restrict my clients' rights or interest in the agreed upon



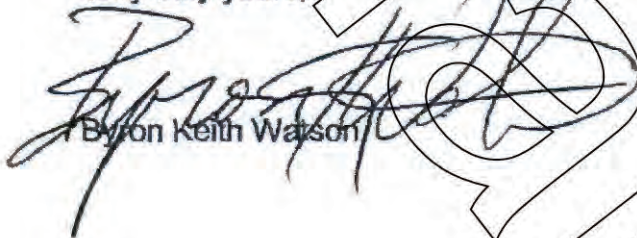
property for the purposes of the notices sent by you. We are demanding that this matter get straightened out immediately by you and correct our clients' account with you and correct their credit reporting to the various credit agencies which you subscribe to. MY CLIENTS HAVE ATTEMPTED TO OBTAIN CREDIT ON NUMEROUS OCCASIONS AND WAS INFORMED THAT BECAUSE OF THE REPORTING BY YOU THEY ARE INELIGIBLE. We are demanding a full investigation into their account for correction within the next fifteen (15) days or else we will proceed with further legal action against your company, including filing a lawsuit seeking a Temporary Restraining Order stopping any contemplated sale of this property by you and your Trustee.

We have already gathered different documentation toP present to you to try and eradicate this matter which includes cancelled checks, along with the proof of insurance and tax payments already provided to you made by our clients and also by this firm on numerous occasions. However, you still continue to open and maintain an escrow account when our clients have consistently maintained the need to not have and maintained in full force and effect their insurance and tax payments. This is the very essence of violations the Texas DTPA Consumer Protection Act committed on numerous occasions by you. You also continually violate our client's rights by repeatedly reporting negative credit information to the three (3) credit reporting agencies to the point that their credit is in total disrepair that they cannot refinance their home mortgage or in the least purchase an automobile that was needed when their vehicle was totaled in an accident.

If I have not received an affirmative response from you by Friday, December 2, 2016 indicating that you have fully complied with these requirements, I shall consider taking any and all legal remedies available listed hereinabove to rectify this situation which shall include filing a lawsuit against all parties involved along with a Temporary Restraining Order against you to further stop any and all foreclosure proceedings against our clients.

Should you at some point wish to discuss this case, please do not hesitate to call our office. Your attention and consideration in this matter is greatly appreciated.

Very truly yours,

  
Byron Keith Watson

BKW/js



**Barrett Daffin Frappier Turner & Engel, LLP**  
 A Partnership Including Professional Corporations  
**ATTORNEYS AND COUNSELORS AT LAW**  
 4004 Belt Line Road, Suite 100  
 Addison, Texas 75001  
 Telephone: (972) 419-1163  
 Telecopier: (972) 386-7673

November 14, 2016

Certified Mail 7160 9668 9670 8138 9749

ERIKA FRANKLIN  
 5827 SACAMORE BAY LN  
 RICHMOND, TX 77469

RE: Mortgage Servicer: SETERUS, INC.  
 Loan No.: \*\*\*\*\*9576  
 BNFT# No.: 00000005865142

### NOTICE OF ACCELERATION

This law firm represents SETERUS, INC., the Mortgage Servicer, in its mortgage banking activities in the State of Texas. We have been authorized by the Mortgage Servicer to initiate legal proceedings in connection with the foreclosure of a Deed of Trust associated with your real estate loan (the "Debt").

SETERUS, INC. is acting as the Mortgage Servicer for FEDERAL NATIONAL MORTGAGE ASSOCIATION, A/K/A FANNIE MAE, who is the Mortgagee of the Note and Deed of Trust associated with the above referenced loan. SETERUS, INC., as Mortgage Servicer, is representing the Mortgagee, whose address is:

FEDERAL NATIONAL MORTGAGE ASSOCIATION, A/K/A FANNIE MAE  
 c/o SETERUS, INC.  
 14523 SW MILLIKAN WAY  
 SUITE 200  
 BEAVERTON, OR 97005

The Mortgage Servicer is authorized to represent the Mortgagee by virtue of a servicing agreement with the Mortgagee. Pursuant to the Servicing Agreement and Texas Property Code §51.0025, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the property securing the above referenced loan.

**THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT THE DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

This letter is formal notice of the following:

1. Payment of the past due balance on the Debt has not been received by the Mortgage Servicer. Because of this default, the Mortgagee has elected to ACCELERATE the maturity of the Debt.
2. On Tuesday, January 03, 2017, as designated on the enclosed Notice of Trustee's Sale, the Trustee, or the Substitute Trustee, will sell at the Courthouse of FORT BEND County, Texas in the area designated by the Commissioner's Court of such County, or if no area is designated by the Commissioner's Court, in the usual and customary place in that County, to the highest bidder for cash, the Real Estate described in the enclosed Notice.
3. All of the obligors and guarantors (if any) of the Debt have the right to reinstate the loan as provided in the Deed of Trust and as provided by applicable Texas law. Payment must be made in certified funds, cashier's check or money order(s).
4. All of the obligors and guarantors (if any) have the right to bring a court action to assert the non-existence of a default or any other defense to acceleration and foreclosure which they may have.

Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to the sender of this notice immediately.

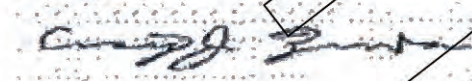


November 14, 2016

Certified Mail 7160 9688 9670 8138 9749  
00000005868142  
ERIKA FRANKLIN  
5827 SAGAMORE BAY LN  
RICHMOND, TX 77469

If you are not obligated on the Debt, or if the Debt has been discharged in a bankruptcy proceeding, the Mortgage Servicer is not attempting to collect from you personally. You are being given this notice as a courtesy because your interest in the Real Estate may be affected.

Sincerely,



Craig Zinda

Barrett Deffin Frappier Turner & Engel, LLP  
Enclosed: Notice of Trustee Sale



5827 SAGAMORE BAY LN  
RICHMOND, TX 77469

00000005865142

## NOTICE OF SUBSTITUTE TRUSTEE SALE

Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to the sender of this notice immediately.

## 1. Date, Time, and Place of Sale,

Date: January 03, 2017

Time: The sale will begin at 1:00PM or not later than three hours after that time.

Place: FIRST FLOOR MEETING ROOM, 301 JACKSON STREET,, RICHMOND, TEXAS OR AS DESIGNATED BY THE COUNTY COMMISSIONERS or as designated by the county commissioners.

## 2. Terms of Sale. Cash.

3. Instrument to be Foreclosed. The instrument to be foreclosed is the Deed of Trust or Contract lien dated August 17, 2010 and recorded in Document INSTRUMENT NO. 2010081922 real property records of FORT BEND County, Texas, with LEROY N FRANKLIN JR AND ERIKA FRANKLIN, grantor(s) and BANK OF AMERICA, N.A. mortgagee.

4. Obligations Secured. Deed of Trust or Contract Lien executed by LEROY N FRANKLIN JR AND ERIKA FRANKLIN, securing the payment of the indebtednesses in the original principal amount of \$349,000.00, and obligations therein described including but not limited to the promissory note and all modifications, renewals and extensions of the promissory note. FEDERAL NATIONAL MORTGAGE ASSOCIATION, AKA FANNIE MAE is the current mortgagee of the note and Deed of Trust or Contract Lien.

5. Property to Be Sold. The property to be sold is described in the attached Exhibit A.

6. Mortgage Servicer Information. The Mortgage Servicer is authorized to represent the Mortgagee by virtue of a servicing agreement with the Mortgagee. Pursuant to the Servicing Agreement and Texas Property Code § 51.0025, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure on the lien securing the Property referenced above. SETERUS, INC. as Mortgage Servicer, is representing the current mortgagee, whose address is:

c/o SETERUS, INC.  
14523 SW MILLIKAN WAY SUITE 200  
BEAVERTON, OR 97005

BRIAN CORMIER, RICKIE SALCIDO, OR SAMUEL DAFFIN II  
Substitute Trustee

c/o Barrett Daffin Frappier Turner & Engel, LLP  
4004 Belt Line Road, Suite 100  
Addison, Texas 75001

Certificate of Posting

My name is \_\_\_\_\_, and my address is c/o 4004 Belt Line Road, Suite 100, Addison, Texas 75001. I declare under penalty of perjury that on \_\_\_\_\_ I filed at the office of the FORT BEND County Clerk and caused to be posted at the FORT BEND County courthouse this notice of sale.

Declarant Name: \_\_\_\_\_

Date: \_\_\_\_\_



5827 SAGAMORE BAY LN  
RICHMOND, TX 77469

00000005865142

EXHIBIT A

LOT TWENTY-SEVEN (27), BLOCK ONE (1), BRIDLEWOOD ESTATES, SECTION THREE (3), A SUBDIVISION IN FORT BEND COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN SLIDE NO.(S) 1660/A, 1660/B, 1661/A, 1661/B AND 1662/A, MAP RECORDS OF FORT BEND COUNTY, TEXAS.

COPY



**seterus**<sup>TM</sup>

P.O. Box 1077; Hartford, CT 06143-1077

**Business Hours (Pacific Time)**  
Monday-Thursday 5 a.m. to 8 p.m.  
Friday 5 a.m. to 6 p.m.

**Physical Address**

14523 SW Millikan Way, Suite 200; Beaverton, OR 97005

**Payments**

P.O. Box 54420; Los Angeles, CA 90054-0420

**Correspondence, Inquiries and Notices**

P.O. Box 1077; Hartford, CT 06143-1077

**Phone:** 866.570.5277

**Fax:** 866.578.5277

[www.seterus.com](http://www.seterus.com)

8-769-21556-0000023-001-02-000-000-000-000 L241AC.1

FRANKLIN, LEROY N  
C/O L MICKLE DANIELS, L MICKLE DANIELS & AS  
1 ARENA PL #580  
HOUSTON TX 77074

November 1, 2016  
Loan number: [REDACTED]  
Serviced by Seterus, Inc.

CERTIFIED AND REGULAR FIRST CLASS MAIL

RE: 5827 SAGAMORE BAY LN  
RICHMOND, TX 77469-7204

Dear FRANKLIN, LEROY N:

You are in default under the note and deed of trust arising from non-payment of the following amount:

Amount Due: \$19,496.10  
Amount Due By: December 6, 2016 ("Expiration Date")

We hereby demand that you bring your loan up-to-date ("cure this default") by payment of the amount shown above. In addition, your regular payment may become due by the Expiration Date. The delinquent amount of principal continues to accrue interest.

If full payment of the default amount is not received by us in the form of a certified check, cashier's check, or money order on or before the Expiration Date, we will accelerate the maturity date of your loan and upon such acceleration, the ENTIRE balance of the loan, including principal, accrued interest, and all other sums due there under, shall, at once and without further notice, become immediately due and payable.

Failure to cure the default will result in acceleration of the sums secured by the mortgage and may result in the sale of the property securing the loan. If you send only a partial payment, the loan still will be in default. Additionally, we may keep the payment and accelerate the maturity date.

IF THE DEFAULT IS NOT CURED ON OR BEFORE THE EXPIRATION DATE, THE LOAN OWNER AND WE INTEND TO ENFORCE THE LOAN OWNER'S RIGHTS AND REMEDIES AND MAY PROCEED WITHOUT FURTHER NOTICE TO COMMENCE FORECLOSURE PROCEEDINGS. FORECLOSURE PROCEEDINGS WILL NOT BE COMMENCED UNLESS AND UNTIL ALLOWED BY APPLICABLE LAW. ADDITIONAL FEES SUCH AS FORECLOSURE COSTS AND LEGAL FEES MAY BE ADDED PURSUANT TO THE TERMS OF THE LOAN DOCUMENTS.

Nothing contained in this letter or in any other communication regarding the loan shall modify or waive any term or provision of the loan. The status of your loan may be reported to credit reporting agencies.

THIS COMMUNICATION IS FROM A DEBT COLLECTOR AS WE SOMETIMES ACT AS A DEBT COLLECTOR. WE ARE ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. HOWEVER, IF YOU ARE IN BANKRUPTCY OR RECEIVED A BANKRUPTCY DISCHARGE OF THIS DEBT, THIS LETTER IS NOT AN ATTEMPT TO COLLECT THE DEBT. THIS NOTICE IS BEING FURNISHED FOR YOUR INFORMATION AND TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS. IF YOU RECEIVE OR HAVE RECEIVED A DISCHARGE OF THIS DEBT THAT IS NOT REAFFIRMED IN A BANKRUPTCY PROCEEDING, YOU WILL NOT BE PERSONALLY RESPONSIBLE FOR THE DEBT. COLORADO: SEE [WWW.COLORADOATTORNEYGENERAL.GOV/CA](http://WWW.COLORADOATTORNEYGENERAL.GOV/CA) FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT. Seterus, Inc. maintains a local office at 355 Union Boulevard, Suite 250, Lakewood, CO 80228. The office's phone number is 888.738.5576. NEW YORK CITY: 1411669, 1411663, 1411662. TENNESSEE: This collection agency is licensed by the Collection Service Board of the Department of Commerce and Insurance. Seterus, Inc. is licensed to do business at 14523 SW Millikan Way, Beaverton, OR 97005.



FRANKLIN, LEROY N

November 1, 2016

Loan number: [REDACTED]

You have the right to reinstate your loan after acceleration and the right to bring a court action or assert in the foreclosure proceedings the nonexistence of a default or any other defense to acceleration and sale. If you reinstate your loan after acceleration, the loan no longer will be immediately due in full.

Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to the sender of this notice immediately.

If you have any questions, please contact us at 866.570.5277. For borrowers having difficulty making their payments, we have loan specialists available Monday-Thursday 5 a.m. to 9 p.m., Friday 5 a.m. to 6 p.m., and Saturday 9 a.m. to 12 p.m. (Pacific time). Saturday hours may vary.

Sincerely,

Seferus, Inc.

**IMPORTANT NOTE(S):**

**This letter does not impact any loss mitigation offers that you may have recently received; you can still choose to accept that offer by responding as directed in that offer.**

Enclosure(s): SCRA Notice



**seterus**™

**Physical Address**  
14523 SW Millikan Way; Suite 200; Beaverton, OR 97005

**Business Hours (Pacific Time)**  
Monday-Thursday 5 a.m. to 8 p.m.  
Friday 5 a.m. to 6 p.m.

**Payments**  
PO Box 54420; Los Angeles, CA 90054-0420

**Correspondence**  
PO Box 1077; Hartford, CT 06143-1077

**Phone**  
866.570.5277

**Fax**  
866.578.5277

**Website**  
[www.seterus.com](http://www.seterus.com)

November 18, 2016

FRANKLIN, LEROY N  
FRANKLIN JR, ERIKA  
c/o L MICKLE DANIELS, L MICKLE DANIELS & ASSOC 1 ARENA PL #580  
HOUSTON, TX 77074

LOGSAB.1

001554

RE: Loan number: [REDACTED] serviced by Seterus, Inc.

Dear FRANKLIN, LEROY N and FRANKLIN JR, ERIKA:

We are in receipt of your inquiry and are in the process of reviewing the issue(s) presented. Upon completion of our research, we will send you a written explanation of the results and any actions taken.

The owner of your loan is Fannie Mae (Federal National Mortgage Association), 3900 Wisconsin Avenue NW, Washington, DC 20016-2892, 800.732.6643. Fannie Mae has contracted with us to service and respond to inquiries about your loan. Inquiries may be directed to Seterus at PO Box 1077; Hartford, CT 06143-1077.

If you have any questions, please call us at 866.570.5277.

Sincerely,

Seterus, Inc.

THIS COMMUNICATION IS FROM A DEBT COLLECTOR AS WE SOMETIMES ACT AS A DEBT COLLECTOR. WE ARE ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. HOWEVER, IF YOU ARE IN BANKRUPTCY OR RECEIVED A BANKRUPTCY DISCHARGE OF THIS DEBT, THIS LETTER IS NOT AN ATTEMPT TO COLLECT THE DEBT, BUT NOTICE OF POSSIBLE ENFORCEMENT OF OUR LIEN AGAINST THE COLLATERAL PROPERTY. **COLORADO:** FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE [WWW.COLORADOATTORNEYGENERAL.GOV/CA](http://WWW.COLORADOATTORNEYGENERAL.GOV/CA). Seterus, Inc. maintains a local office at 355 Union Boulevard, Suite 250, Lakewood, CO 80228. The office's phone number is 888.738.5576. **NEW YORK CITY:** 1411669, 1411665, 1411662. **TENNESSEE:** This collection agency is licensed by the Collection Service Board of the Department of Commerce and Insurance. Seterus, Inc. is licensed to do business at 14523 SW Millikan Way, Beaverton, OR.

# EXHIBIT B-6



CAUSE NO. 16-DCV-237779

**LEROY & ERIKA FRANKLIN, JR.**

**Vs.**

**SETERUS, INC., BANK OF AMERICA  
And FEDERAL NATIONAL MORTGAGE  
ASSOCIATION, A/K/A FANNIE MAE**

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**IN THE DISTRICT COURT**

**FT BEND COUNTY, TX**

Fort Bend County - 240th Judicial District Court

**\_\_\_\_ DISTRICT COURT**

**TEMPORARY RESTRAINING ORDER &  
ORDER SETTING HEARING FOR PRELIMINARY INJUNCTION**

1. After considering Plaintiffs **LEROY & ERIKA FRANKLIN, JR.'s** Application for Temporary Restraining Order, the pleadings, the affidavits, and arguments of counsel, the court finds there is evidence that harm is imminent to Plaintiffs, and if the Court does not issue the Temporary Restraining Order, Plaintiffs will be irreparably injured because Plaintiffs' home will be foreclosed and sold at a Substitute Trustee Sale in violation of the Texas Property Code and there is no recourse for Plaintiffs at this time and the harm is imminent.

An ex parte order, without notice to defendant, was necessary because there was not enough time to give notice to defendant, hold a hearing, and issue a restraining order before the irreparable injury, loss or damage occurred. Specifically, Defendant Seterus is the mortgage service provider in this matter whose principal office is in Hartford, Connecticut. Defendant Seterus has a registered agent for service, CT Corp Systems which is a corporation and there is no way of obtaining service on said Defendant in time to have a hearing and stop the attempted Substitute Trustee Sale scheduled for January 3, 2017.

2. Therefore, the court

ROUTED TO COURT 12/14/16 MS  
RT'D TO D. CLERK 12-15-16

ROUTED TO COURT 12-15-16  
RT'D TO D. CLERK 12-16-16



a. Restrains Defendant, **SETERUS, INC., BANK OF AMERICA, And FEDERAL NATIONAL MORTGAGE ASSOCIATION, A/K/A FANNIE MAE** from foreclosing on Plaintiffs' home located at 5827 Sagamore Bay Lane, Richmond, Texas 77469 and holding Substitute Trustee Sale of said home on January 3, 2017.

b. Orders the clerk to issue notice to Defendants, **SETERUS, INC., BANK OF AMERICA, And FEDERAL NATIONAL MORTGAGE ASSOCIATION, A/K/A FANNIE MAE**, that the hearing on Plaintiffs' Application for Temporary Injunction is set for \_\_\_\_\_, 2017, at \_\_\_\_\_ a.m./p.m. The purpose of the hearing shall be to determine whether this temporary restraining order should be made a temporary injunction pending a full trial on the merits.

c. Sets bond at \$ \_\_\_\_\_.

This order expires on \_\_\_\_\_, 2017.

SIGNED on 12/15, 2016, at 3 a.m./p.m.

(Syl) 12-16-16  
HONORABLE PRESIDING JUDGE

*Denied.  
TRO application  
not verified  
TRP 680*

**APPROVED AS TO FORM:**

**L. MICKEL' DANIELS & ASSOCIATES**

By: /s/ Byron Keith Watson

**Byron Keith Watson**

TBN: 20933600

Arena Tower I, Suite 580

7322 Southwest Freeway

Houston, TX 77074

Telephone: 713-995-4681

Telecopier: 713-995-4685

Bkwlaw@msn.com

**ATTORNEYS FOR PLAINTIFFS**

**LEROY & ERIKA FRANKLIN, JR.**

# EXHIBIT B-7



**SERVICE FEE NOT COLLECTED  
BY DISTRICT CLERK**

THE STATE OF TEXAS

CITATION

TO: **BANK OF AMERICA MORTGAGE  
C/O CT CORPORATION SYSTEMS  
4004 BELT LINE ROAD, SUITE 100  
ADDISON, TX 75001**

**NOTICE:**

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on Monday next following the expiration of twenty days after you were served this citation and **AMENDED PETITION & APPLICATION FOR TEMPORARY RESTRAINING ORDER** filed on **December 16, 2016**, a default judgment may be taken against you. Said answer may be filed by mailing same to: District Clerk's Office, 301 Jackson, Richmond, Texas 77469, or by bringing it to the office. Our street address is 1422 Eugene Heimann Circle, Richmond TX 77469. We are located on the first floor of the Courthouse building.

The case is presently pending before the **240TH JUDICIAL DISTRICT COURT** of Fort Bend County sitting in Richmond, Texas, and was originally filed on **December 14, 2016**. It bears cause number **16-DCV-237779** and is styled:

**LEROY & ERIKA FRANKLIN, JR. VS. SETERUS, INC., BANK OF AMERICA AND FEDERAL NATIONAL MORTGAGE ASSOCIATION, A/K/A FANNIE MAE**

The name and address of the attorney for **PLAINTIFF** is:

**L. MICKELE' DANIELS & ASSOCIATES  
BYRON KEITH WATSON  
ARENA TOWER I, SUITE 580  
7322 SOUTHWEST FREEWAY  
HOUSTON, TX 77074  
713-995-4681**

The nature of the demands of said **PLAINTIFF** is shown by a true and correct copy of the **AMENDED PETITION & APPLICATION FOR TEMPORARY RESTRAINING ORDER** accompanying this citation and made a part hereof.

If this Citation is not served, it shall be returned unserved. Issued under my hand and seal of said Court, at Richmond, Texas, on this the **22nd day of December, 2016**.

**DISTRICT CLERK ANNIE REBECCA ELIOTT**  
Fort Bend County, Texas

By:

Deputy District Clerk Debra Elizondo  
Telephone: (281) 344-3959



16-DCV-237779

ISSU

Issuance

4548858



FILE

# EXHIBIT B-8



**SERVICE FEE NOT COLLECTED  
BY DISTRICT CLERK**

THE STATE OF TEXAS

CITATION

TO: **SETERUS, INC.  
C/O CT CORPORATION SYSTEMS  
1999 BRYAN STREET SUITE 900  
DALLAS TX 75201-3136**

**NOTICE:**

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on Monday next following the expiration of twenty days after you were served this citation and **AMENDED PETITION & APPLICATION FOR TEMPORARY RESTRAINING ORDER** filed on **December 16, 2016**, a default judgment may be taken against you. Said answer may be filed by mailing same to: District Clerk's Office, 301 Jackson, Richmond, Texas 77469, or by bringing it to the office. Our street address is 1422 Eugene Heimann Circle, Richmond TX 77469. We are located on the first floor of the Courthouse building.

The case is presently pending before the **240TH JUDICIAL DISTRICT COURT** of Fort Bend County sitting in Richmond, Texas, and was originally filed on **December 14, 2016**. It bears cause number **16-DCV-237779** and is styled:

**LEROY & ERIKA FRANKLIN, JR. VS. SETERUS, INC., BANK OF AMERICA AND FEDERAL NATIONAL MORTGAGE ASSOCIATION, A/K/A FANNIE MAE**


The name and address of the attorney for **PLAINTIFF** is:

**L. MICKELE' DANIELS & ASSOCIATES  
BYRON KEITH WATSON  
ARENA TOWER I, SUITE 580  
7322 SOUTHWEST FREEWAY  
HOUSTON, TX 77074  
713-995-4681**

The nature of the demands of said **PLAINTIFF** is shown by a true and correct copy of the **AMENDED PETITION & APPLICATION FOR TEMPORARY RESTRAINING ORDER** accompanying this citation and made a part hereof.

If this Citation is not served, it shall be returned unserved. Issued under my hand and seal of said Court, at Richmond, Texas, on this the **22nd day of December, 2016**.

**DISTRICT CLERK ANNIE REBECCA ELLIOTT**  
Fort Bend County, Texas

By:   
Deputy District Clerk Debra Elizondo -  
Telephone: (281) 344-3959





# EXHIBIT B-9



**CAUSE NO. 16 - DCV - 237779**

**LEROY & ERIKA FRANKLIN, JR.**

**Vs.**

**SETERUS, INC., BANK OF AMERICA  
And FEDERAL NATIONAL MORTGAGE  
ASSOCIATION, A/K/A FANNIE MAE**

§ **IN THE DISTRICT COURT**  
§  
§  
§ **FT BEND COUNTY, TX**  
§  
§  
§ **240<sup>th</sup> DISTRICT COURT**

**TEMPORARY RESTRAINING ORDER &  
ORDER SETTING HEARING FOR PRELIMINARY INJUNCTION**

1. After considering Plaintiffs **LEROY & ERIKA FRANKLIN, JR.**'s Application for Temporary Restraining Order, the pleadings, the affidavits, and arguments of counsel, the court finds there is evidence that harm is imminent to Plaintiffs, and if the Court does not issue the Temporary Restraining Order, Plaintiffs will be irreparably injured because Plaintiffs' home will be foreclosed and sold at a Substitute Trustee Sale in violation of the Texas Property Code and there is no recourse for Plaintiffs at this time and the harm is imminent.

An ex parte order, without notice to defendant, was necessary because there was not enough time to give notice to defendant, hold a hearing, and issue a restraining order before the irreparable injury, loss or damage occurred. Specifically, Defendant Seterus is the mortgage service provider in this matter whose principal office is in Hartford, Connecticut. Defendant Seterus has a registered agent for service, CT Corp Systems which is a corporation and there is no way of obtaining service on said Defendant in time to have a hearing and stop the attempted Substitute Trustee Sale scheduled for January 3, 2017.

2. Therefore, the court

ROUTED TO COURT **D. ELIZONDO**  
Date **12-21-16**

RTD TO D. CLERK **12-22-16**

a. Restrains Defendant, **SETERUS, INC.,** and **BANK OF AMERICA,** from foreclosing on Plaintiffs' home located at 5827 Sagamore Bay Lane, Richmond, Texas 77469 and holding Substitute Trustee Sale of said home on January 3, 2017.

b. Orders the clerk to issue notice to Defendants, **SETERUS, INC.,** **BANK OF AMERICA,** that the hearing on Plaintiffs' Application for Temporary Injunction is set for January 3, 2017, at 9:00 a.m./p.m. The purpose of the hearing shall be to determine whether this temporary restraining order should be made a temporary injunction pending a full trial on the merits.

c. Sets bond at \$ 500.

This order expires on 1-3, 2017.

SIGNED on 12-22, 2016, at 12:05 a.m./p.m.

[Signature]  
HONORABLE PRESIDING JUDGE



**APPROVED AS TO FORM:**

**L. MICKELE' DANIELS & ASSOCIATES**

By: /s/ Byron Keith Watson

**Byron Keith Watson**

TBN: 20933600

Arena Tower I, Suite 580

7322 Southwest Freeway

Houston, TX 77074

Telephone: 713-995-4681

Telecopier: 713-995-4685

Bkwlaw@msn.com

**ATTORNEYS FOR PLAINTIFFS**

**LEROY & ERIKA FRANKLIN, JR.**

# EXHIBIT B-10

**SERVICE FEE NOT COLLECTED  
BY DISTRICT CLERK**

Temporary Restraining Order

**THE STATE OF TEXAS**

Cause No: **16-DCV-237779**

To: **BANK OF AMERICA MORTGAGE  
C/O CT CORPORATION SYSTEMS  
4004 BELT LINE RD STE 100  
ADDISON TX 75001**

WHEREAS, PLAINTIFF LEROY & ERIKA FRANKLIN, JR filed THEIR petition in the 240TH JUDICIAL DISTRICT COURT of Fort Bend County, Texas, on December 14, 2016, in a suit numbered 16-DCV-237779 on the docket of said Court, wherein LEROY & ERIKA FRANKLIN, JR. VS. SETERUS, INC., BANK OF AMERICA AND FEDERAL NATIONAL MORTGAGE ASSOCIATION, A/K/A FANNIE MAE alleging grounds for Injunction and Restraining Order;

all of which is more fully shown by a true and correct copy of party's petition which is attached hereto; and upon presentation of said petition to him and consideration thereof, the Honorable CHAD BRIDGES Presiding Judge of said 240th Judicial District Court, made the following order thereon:

**"SEE ATTACHED ORDER"**

**\$500.00 BOND**

You are therefore commanded to obey in all things, the above Order and Fiat of the Honorable CHAD BRIDGES Presiding Judge of said Court;

until and pending the hearing of such pleading upon party's Application for a Temporary Injunction before the Judge of said Court at **9:00 AM** on **January 03, 2017**, in the 240th Judicial District Courtroom in the Court House of Fort Bend County, located at 1422 Eugene Heimann Circle, Richmond, Texas 77469, when and where you will appear to show cause why injunction should not be granted upon such petition effective until final judgment in such suit.

Given and Issued under my hand and seal of said Court, at office in Richmond, Texas, on this the 28th day of December, 2016.

**DISTRICT CLERK ANNIE REBECCA ELLIOTT**  
Fort Bend County, Texas

By: 

Deputy District Clerk LAYLA HELTON  
Telephone: (281) 633-7635





# EXHIBIT B-11

Temporary Restraining Order

**SERVICE FEE NOT COLLECTED  
BY DISTRICT CLERK  
THE STATE OF TEXAS**

Cause No: **16-DCV-237779**

To: **SETERUS, INC.  
C/O CT CORPORATION SYSTEMS  
1999 BRYAN STREET SUITE 900  
DALLAS TX 75201-3136**

WHEREAS, PLAINTIFF LEROY & ERIKA FRANKLIN, JR filed THEIR petition in the 240TH JUDICIAL DISTRICT COURT of Fort Bend County, Texas, on **December 14, 2016**, in a suit numbered **16-DCV-237779** on the docket of said Court, wherein **LEROY & ERIKA FRANKLIN, JR. VS. SETERUS, INC., BANK OF AMERICA AND FEDERAL NATIONAL MORTGAGE ASSOCIATION, A/K/A FANNIE MAE** alleging grounds for Injunction and Restraining Order,

all of which is more fully shown by a true and correct copy of party's petition which is attached hereto; and upon presentation of said petition to him and consideration thereof, the Honorable **CHAD BRIDGES** Presiding Judge of said 240th Judicial District Court, made the following order thereon:

**"SEE ATTACHED ORDER"**

**\$500.00 BOND**

You are therefore commanded to obey in all things, the above Order and Fiat of the Honorable **CHAD BRIDGES** Presiding Judge of said Court;

until and pending the hearing of such pleading upon party's Application for a Temporary Injunction before the Judge of said Court at **9:00 AM** on **January 03, 2017**, in the 240th Judicial District Courtroom in the Court House of Fort Bend County, located at 1422 Eugene Heimann Circle, Richmond, Texas 77469, when and where you will appear to show cause why injunction should not be granted upon such petition effective until final judgment in such suit.

Given and Issued under my hand and seal of said Court, at office in Richmond, Texas, on **this the 28th day of December, 2016.**

**DISTRICT CLERK ANNIE REBECCA ELLIOTT  
Fort Bend County, Texas**

By: 

Deputy District Clerk LAYLA HELTON  
Telephone: (281) 633-7635

16-DCV-237779

2010ISTRO

Issuance - TRO/INJ/Show Cause Issued

4551149



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# EXHIBIT B-12





**ANNIE REBECCA ELLIOTT**  
DISTRICT CLERK  
Fort Bend County, Texas

December 28, 2016

**16-DCV-237779**

**LEROY & ERIKA FRANKLIN, JR. VS. SETERUS, INC., BANK OF AMERICA  
AND FEDERAL NATIONAL MORTGAGE ASSOCIATION, A/K/A FANNIE MAE**

**NOTICE**

The attachments to this notice are intended for **BYRON KEITH WATSON, 713-995-4681**. If you have received them in error, please return to the District Clerk's Office.

Do not take papers that are not intended for you.

Thank you.

**ANNIE REBECCA ELLIOTT**  
District Clerk

**Physical Address**

1422 Eugene Heimann Circle, Room 10142  
Richmond, Texas 77469

<http://www.fortbendcountytexas.gov>

Phone: (281) 341-4509  
Fax: (281) 341-4519

**Mailing Address**

301 Jackson, Room 101  
Richmond, Texas 77469

**FILE**

# EXHIBIT C

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

**LEROY AND ERICA FRANKLIN, JR.,**

**Plaintiffs,**

**v.**

**SETERUS, INC., BANK OF AMERICA  
and FEDERAL NATIONAL MORTGAGE  
ASSOCIATION, a/k/a FANNIE MAE,**

**Defendants.**

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**Civil Action No.**

**DECLARATION OF MARK D. CRONENWETT**

Pursuant to 28 U.S.C. Section 1746, I declare under penalty of perjury that the following statements are true and correct:

1. My name is Mark D. Cronenwett. I am over the age of 21 years and am fully competent to make this Declaration. All statements of fact made herein are true, correct, and within my personal knowledge.

2. I am an attorney for Mackie Wolf Zientz & Mann, P.C., attorneys for Defendant Seterus, Inc.

3. On January 2, 2017, I searched for the Fort Bend County Appraisal District's valuation of the property located at common address 5827 Sagamore Bay Lane, Richmond, Texas 77469 (the "Property"). I found the appraisal record for the Subject Property.

4. I certify the following document attached hereto is a true and correct copy of the original, which I obtained from the Appraisal District website for Fort Bend County. This document is identified as an exhibit to this Declaration as indicated below:



C-1 Data Sheet from the Fort Bend County, Texas Central Appraisal District web-site on January 2, 2017.

This document is incorporated by reference for all purposes.

FURTHER DECLARANT SAYETH NOT.”

SIGNED AND DECLARED this 2<sup>nd</sup> day of January, 2017.

A handwritten signature in black ink, appearing to read 'M. Cronenwett', is written above a horizontal line.

**Mark D. Cronenwett**

# EXHIBIT C-1

Current Owner			Legal Description		Exemptions		Market
Franklin Leroy N Jr & Erika W (O0181401) 5827 Sagamore Bay LN Richmond, TX 77469-7204			BRIDLEWOOD ESTATES SEC 3, BLOCK 1, LOT 27, ACRES 1.20		HS		584,740
					Entities		584,740
					S01, G01, D01, F01		
Situs Address			History Information				
5827 Sagamore Bay LN Richmond, TX 77469			2016	2015	2014	2013	
Sales  DateVolumePageSeller Name 99103269Pecan Ridge Land Dvmt Ltd Co			Imp HS	\$464,140	\$482,250	\$351,060	\$343,110
			Imp NHS	\$0	\$0	\$0	\$0
			Land HS	\$120,600	\$120,600	\$76,490	\$81,270
			Land NHS	\$0	\$0	\$0	\$0
			Ag Mkt	\$0	\$0	\$0	\$0
			Ag Use	\$0	\$0	\$0	\$0
			Tim Mkt	\$0	\$0	\$0	\$0
			Tim Use	\$0	\$0	\$0	\$0
			HS Cap	\$67,400	\$132,540	-	-
			Assessed	\$517,340	\$470,310	\$427,550	\$424,380
Improvements							
Type	Description	Area	Year Built	Eff Year	Value		
R	Residential				\$464,140		
MA	Main Area	2994	2003	2003	\$235,740		
MA2	Main Area 2nd Story	1588	2003	2003	\$117,810		
AG	Attached Garage	442	2003	2003	\$15,230		
OP	Open Porch	84	2003	2003	\$950		
OP	Open Porch	25	2003	2003	\$280		
OP	Open Porch	72	2003	2003	\$810		
RP	Swimming Pools	360	2012	2012	\$34,090		
LS	Septic System	1			\$2,820		
WD	Wood Deck	364	2012	2012	\$5,080		
RC	Patio Covers		2012	2012	\$940		
PA	Patio concrete slab	210	2012	2012	\$1,340		
OP	Open Porch	364	2012	2012	\$4,690		
SPA	Spa	1	2012	2012	\$8,860		
MAA	Additional MA	209	2012	2012	\$17,750		
MA2	Main Area 2nd Story	209	2012	2012	\$17,750		

Building Attributes					
Construction	Foundation	Exterior	Interior	Roof	Flooring
CV	CS	BV	SR, WP	GH, CS	CR, VT
Heat/AC	Baths	Fireplace	Year Built	Rooms	Bedrooms
CHA	3	ASG	2003		5
Land Segments					
SPTB	Description	Area	Market	Ag Value	
A1	Rural Acreage	1.2000	120,600	0	